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
MARCH 25, 2024, 5:30 PM

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Kell, Ladehoff, Mitchell, 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

1. YEARS OF SERVICE - MARCH

- David Fogt - WPCP - 5 years
- Larry Atcher - Engineering - 5 years
- Jason Johnston - Fire - 10 years
- Brian Abel - Sewer - 15 years

2. MARSHALLTOWN POLICE DEPARTMENT RESERVE POLICE OFFICER RECOGNITION

F. CONSENT AGENDA

1. **APPROVE MINUTES 03/11/24 MEETING AND BILL LIST $2,320,278.51**

   Documents:

   2024-03-11_SIGNED Council Minutes.pdf
   2024-03-25_BILL LIST Summary.pdf
   2024-03-25_BILL LIST Detail.pdf

2. **APPOINTMENT OF GABRIEL ISOM TO THE PLAN & ZONING COMMISSION, TERM 4/1/24-3/31/29**

   Replacing Jonell Wittkop (resigned 1/11/24)

3. **APPOINTMENT OF GABRIEL ISOM TO THE BOARD OF ADJUSTMENT, TERM 4/1/24-3/31/29**

   Replacing Robert Wenner (resigned)

4. **REAPPOINT NORMAN BACH TO THE INVESTMENT COMMITTEE, TERM 4/1/24-4/1/28**
5. **REAPPOINT JON BOSTON TO THE PLAN & ZONING COMMISSION, TERM 4/1/24-3/31/29**
6. **REAPPOINT LAURA EILERS TO THE PLAN AND ZONING COMMISSION, TERM 4/1/24-3/31/29**
7. **REAPPOINT ADRIAN SANCHEZ TO THE BOARD OF ADJUSTMENT, TERM 04/01/24-03/31/29**
8. **REAPPOINT LAURA EILERS TO THE MARSHALLTOWN WATER WORKS BOARD OF TRUSTEES, TERM 5/1/24-4/30/30**
9. **REAPPOINT TONYA GAFFNEY TO THE LIBRARY BOARD OF TRUSTEES, TERM 7/1/24-6/30/30**
10. **APPROVE FEBRUARY 2024 FINANCIAL STATEMENTS**

    Documents:

    February 2024 Financials Memo.pdf
    February 2024 Financial Statements.pdf

11. **RESOLUTION 2024-052 SETTING A PUBLIC HEARING FOR THE STATUS OF FUNDING UPDATE FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DOWNTOWN REVITALIZATION PROJECT**

    Documents:

    2024-03-25_2024-052_Resolution Setting PH Status of Funding Update DTR.pdf
    2024-03-25 2024-052 Memo ECO 21-002 DTR

Status of Funds.pdf
2024-03-25_2024-052_Status of Funds Hearing Publication Marshalltown DTR.pdf

12. **RESOLUTION 2024-053 APPROVING THE APPOINTMENT OF RESERVE POLICE OFFICER DANIEL FAAS**

    Documents:

    2024-03-25_2024-053_Appointment of Police Reserve Officer FAAS.pdf

13. **RESOLUTION 2024-054 ACCEPTING THE GRANT AGREEMENT WITH THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY GRANT, CONTRACT PERIOD OCTOBER 1, 2024 – SEPTEMBER 30, 2025**

    Documents:

    2024-03-25_2024-054_Resolution Appv GTSB Grant Agreement FY 2024-2025.pdf
    2024-03-25_2024-054_Memo GTSB FFY 24 25 Grant Application.pdf
    2024-03-25_2024-054_GTSB FY 24-25 grant application.pdf

14. **RESOLUTION 2024-055 APPROVING CITY FEE SCHEDULE**

    Documents:

    2024-03-25_2024-055_Resolution Approving City Fee Schedule.pdf
    2024-03-25_2024-055_Memo_Compost Material Sales 24 03 25.pdf
    2024-03-25_2024-055_COMPOST FEES 2024_w Changes.pdf
    2024-03-25_2024-055_MASTER Fee Schedule.pdf

15. **RESOLUTION 2024-056 APPROVING THE 2024 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING SERVICES**

    Documents:

    2024-03-25_2024-056_Resolution Approving Bolton Menk Agreement Engineering Services.pdf
    2024-03-25_2024-056_Council Memo Engineering Contracts 3-25-24.pdf
    2024-03-25_2024-056_Marshalltown Engineering services Agreement 2024.pdf

16. **RESOLUTION 2024-057 APPROVING THE 2024 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR**

GEOGRAPHIC INFORMATION SYSTEM SERVICES

Documents:

2024-03-25_2024-057_Resolution Approving Bolton Menk Agreement GIS Services.pdf
2024-03-25_2024-057_Council Memo Engineering Contracts 3-25-24.pdf
2024-03-25_2024-057_Marshalltown GIS services Agreement 2024.pdf

17. **RESOLUTION 2024-058 APPROVING THE 2024 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL PARK PLANNING AND DESIGN SERVICES**

Documents:

2024-03-25_2024-058_Resolution Approving Bolton Menk Agreement Park Rec.pdf
2024-03-25_2024-058_Council Memo Engineering Contracts 3-25-24.pdf
2024-03-25_2024-058_Marshalltown Parks services Agreement 2024.pdf

18. **RESOLUTION 2024-059 APPROVING THE 2024 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL COMMUNITY PLANNING SERVICES**

Documents:

2024-03-25_2024-059_Resolution Approving Bolton Menk Agreement Planning.pdf
2024-03-25_2024-059_Council Memo Engineering Contracts 3-25-24.pdf
2024-03-25_2024-059_Marshalltown Planning services Agreement 2024.pdf

19. **RESOLUTION 2024-060 APPROVING AMENDMENT TO AN AGREEMENT CONCERNING THE REMOVAL, TRANSPORTATION, AND DISPOSAL OF CITY'S SEWER SLUDGE BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND NUTRI-JECT SYSTEMS, INC.**

Documents:

2024-03-25_2024-060_Resolution Approve Amendment for Disposal fo City Sewer Sludge.pdf
2024-03-25_2024-060_Memo_Biosolids Amend_24 03 25.pdf
2024-03-25_2024-060_Nutri-Ject Agreement for Biosolids Hauling_Amendment 2024.pdf

20. **RESOLUTION 2024-061 APPROVING A FUNDING**

AGREEMENT FOR A CITY HIGHWAY BRIDGE PROGRAM PROJECT (HBP) WITH IOWA DEPARTMENT OF TRANSPORTATION FOR BHM-4797(629)--8K-64 ON FHWA BRIDGE #035410, THE SOUTH CENTER STREET OVER RAILROAD AND MADISON STREET PROJECT, #STR21-002

Documents:

2024-03-25_2024-061_Resolution Approving DOT Funding Agreement FFY 2025 City Bridge Program.pdf
2024-03-25_2024-061_Memo Accept Funding Agreement for Center St Viaduct.pdf
2024-03-25_2024-061_Center St Viaduct City Bridge Funding Agreement.pdf

G. RESOLUTIONS

1. **RESOLUTION 2024-062 ACCEPTING AND AWARDING THE BID FOR GRINDING AND DISPOSING OF WOOD MATERIAL AT THE CITY'S COMPOST FACILITY TO HANDELAND GRINDING IN THE TOTAL AMOUNT OF NOT TO EXCEED $58,000**

   Documents:

   2024-03-25_2024-062_Resolution Awarding Contract for Grinding and Disposing Compost.pdf
   2024-03-25_2024-062_Memo_Compost RFP Award.pdf
   2024-03-25_2024-062_Compost Material Bid Tabulation.pdf

2. **RESOLUTION 2024-063 ACCEPTING THE AGREEMENT WITH ARC MANAGEMENT GROUP, LLC FOR THE COLLECTION OF UNPAID AUTOMATED TRAFFIC ENFORCEMENT CITATIONS**

   Documents:

   2024-03-25_2024-063_Resolution ARC Management Group LLC Agreement ATE Collections.pdf
   2024-03-25_2024-063_Memo ARC Collection Services Agreement for ATE Violations.pdf
   2024-03-25_2024-063_Marshalltown_ARC_Contract.pdf

3. **RESOLUTION 2024-064 SETTING PUBLIC HEARING PRIOR TO APPROVING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FOR FISCAL YEARS ENDING JUNE 30, 2024-2028**

   Documents:

   2024-03-25 2024-064 Resolution to Set Public

Hearing for CIP FY2024-2028.pdf
2024-03-25_2024-064_Memo Set PH CIP.pdf
Five Year Capital Improvement Plan.pdf
Projected Fund Balance Report for Capital Funds.pdf
Budget Comparison Report for Capital Funds.pdf

4. **RESOLUTION 2024-065 TO REALLOCATE THE 2020 GO BOND FUNDS UP TO $750,000 FOR THE STATE STREET RECONSTRUCTION PROJECT IN LIEU OF THE RAILROAD SAFETY AND QUIET ZONE**

Documents:

2024-03-25_2024-065_Resolution Approving the Repurpose of 2020A GO Bond.pdf
2024-03-25_2024-065_Memo to reallocate 2020 GO bond funds.pdf

5. **RESOLUTION 2024-066 IN SUPPORT OF THE WORKFORCE HOUSING TAX CREDITS APPLICATION TO BE SUBMITED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR A HOUSING DEVELOPMENT PROJECT BY COMMERCIAL EDGE**

Documents:

2024-03-25_2024-066_Resolution of Support Workforce Housing_Creekside Estates.pdf
2024-03-25_2024-066_Memo Support Workforce Housing_Creekside Estates.pdf

H. ORDINANCES

1. **ORDINANCE 15084 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 91: FIRE PREVENTION AND PROTECTION, VIOLATION PENALTY**

2ND READING

Documents:

2024-03-25_ORD 15084_Amend CH 91 Fire Prevention - Penalties.pdf
2024-03-25_ORD 15084_Memo Amend CH 91 Fire Prevention - Penalties.pdf

I. DISCUSSION

1. **CITY PROPERTY AT 24 NORTH 1ST AVENUE**

Documents:

2024-03-25 DISCUSSION2 Memo 24 N 1st Ave.pdf

2024-03-25_DISCUSSION2_Offer to Purchase.pdf

2. **SEALED BID PROCESS FOR NEIGHBORHOOD IMPROVEMENT-411 W LINN ST**

Documents:

2024-03-25_DISCUSSION2_Memo Sealed Bid Request 411 W Linn St.pdf
2024-03-25_DISCUSSION2_Sealed Bid Request 411 W Linn St.pdf
2022-07-25_2022-203_Bid 406 W Linn St.pdf
2022-09-12_2022-250_RECORDED File 2022-00005257_Convey by QCD 406 W Linn St.pdf

3. **6TH STREET SOFTBALL COMPLEX IRRIGATION SYSTEM**

Documents:

2024-03-25_DISCUSSION_Memo 6th St Softball Irrigation.pdf

4. **CHAPTER 72: PARKING RULES**

Documents:

2024-03-25_DISCUSSION4_Memo_Ch72 - 24 03 25.pdf
2024-03-25_DISCUSSION4_Chapter 72 Parking Rules Mark-up.pdf
2024-03-25_DISCUSSION4_Chapter 156 E _Parking Section from Zoning.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
MARCH 11, 2024

Mayor Greer called the meeting to order at 5:30 p.m., March 11, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Hoop, *Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson (*via Go-To-Meeting).

PUBLIC COMMENT

- Jimmy Landt, 610 N 4th Ave, asked for an update on the nuisance issues in his neighborhood.
- Al Kent, 612 N 4th Ave, spoke about how the city handled a code enforcement issue with him.
- Joe Carter, 610 Elmwood Dr, spoke about non-profit's assets and supporting the Marshalltown Arts & Civic Center.
- Alyce Quastad, 2443 Smith Ave, advised Cleaniac has clean-up events scheduled for April 13th, 20th, and 27th.
- Cynthia Ragland, 1502 W Lincoln Way, acknowledged all the volunteers who work so hard in our community.
- Neil Dalal, 1504 Brentwood Ter, encouraged residents to pick up trash when they are out for walks.
- Mark Eaton, 1007 S 10th Ave, noted we had a good election but need to be careful to avoid defamation of character and need more people to get involved.
- Dave Greve, 24 W Main St, Apt 1, moved back to Marshalltown to invest in Doo Dah's Diner and the Odd Fellow's Hall as an entertainment venue.

MAYOR, COUNCIL, ADMINISTRATOR COMMENTS

- Councilor Ladehoff noted there is a discussion item on parking regulations.
- Councilor Nichols welcomed Dave Greve back to town and for investing in Marshalltown.
- Mayor Greer advised city staff are reviewing department staffing needs and hiring an Assistant City Administrator.
- Heather Thomas, Public Works Director, advised construction on the State Street Project will begin with road closures starting Sunday, March 17th. The sidewalk and access to the Veteran's Memorial Coliseum and City Hall Parks & Recreation entrance along the north side of these buildings will remain open as long as possible during Stage A of the project. More information is posted on the City website.

CONSENT AGENDA

Motion by Ladehoff, second by Nichols to adopt the consent agenda: APPROVE MINUTES 02/26/24 AND 02/29/24 MEETING AND BILL LIST $2,284,224.20; RECEIPT OF BUILDING & TRADE PERMIT REPORT-FEBRUARY 2024; APPOINT JOEL ENGLE TO THE STORM WATER ADVISORY COMMITTEE, TERM ENDING 12/31/2026 (TIM URE RESIGNED 2/29/24); APPROVE ALCOHOL LICENSE RENEWAL FOR TOBY K'S HIDEAWAY (MARSHALLTOWN SPEEDWAY), 1308 E OLIVE ST; RESOLUTION 2024-049 APPROVING CONTRACT CHANGE ORDER #2 FOR THE MARSHALLTOWN DOWNTOWN REVITALIZATION-FAÇADE IMPROVEMENTS PROJECT #ECO 21-001, AN INCREASE OF $74,811; RESOLUTION 2024-050 OF SUPPORT FOR CO2 REFRIGERATION SYSTEMS APPLICATION FOR THE IOWA ECONOMIC

DEVELOPMENT HIGH QUALITY JOBS PROGRAM AND AUTHORIZING THE USE OF COUNCIL DESIGNATED LOCAL OPTION SALES TAX. Motion carried 7-0.

REPORTS

David Hicks, YSS, provided the quarterly report on the MPACT Program. He introduced the new community advocate Tiffany Beadle. For 2023, MPACT responded to 362 calls for service resulting in 801 contacts and 506 follow-up contacts. This is a 38% increase in contacts and a 40% increase in follow-ups. They are working on monetizing data, noting an average emergency room visit is $2500 and they have prevented 4 visits. MPACT has program funding through 12/31/26 and they are seeking continued funding opportunities.

RESOLUTIONS

Motion by Schneider, second by Ladehoff to adopt RESOLUTION 2024-051 APPROVING AN AGREEMENT FOR THE PUBLIC USE OF THE MARSHALLTOWN ARTS & CIVIC CENTER AND AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX. Public comment: Joe Carter, 610 Elmwood Dr, supported the one-year agreement for funding. Karn Gregory, Marshalltown Arts & Civic Center, noted it is clear the community supports the MACC as they contributed over $3M to the renovation and the total renovation of $7M was completely volunteer lead. Leigh Bauder, 401 Orchard Dr, regardless of which way the vote goes, she looks forward to working toward unity and supporting the MACC through fundraising if needed. Cynthia Ragland, 1502 W Lincoln Way, advised they hear the council's concerns but this is needed for survival at this point. David Clark, 1111 W State St, encouraged council support to have a facility that is a vibrant amenity. Dave Greve, 24 W Main St, Apt 1, understands the council's concerns and is involved in community fundraising. Sharon Greer, 420 Hughes St, advised the MACC displays the school district's student art and does host rotating artist shows. Motion failed 3-4, Hoop, Mitchell, Nichols, and Thompson dissenting.

ORDINANCES

Motion by Ladehoff, second by Thompson to adopt the third reading of ORDINANCE 15082 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 53: STORM WATER BY AMENDING SECTION 53.006 RATE STRUCTURE AND STORM WATER RATE. Motion carried 7-0.

Motion by Thompson, second by Nichols to adopt the first reading of ORDINANCE 15084 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 91: FIRE PREVENTION AND PROTECTION, VIOLATION PENALTY. Josh Warnell, Fire Marshal, advised this amendment gives the fire department the authority to issue municipal infractions instead of using the City Attorney. Motion carried 7-0.

DISCUSSION

Heather Thomas, Public Works Director, provided an update on the Railroad Quite Zone Project and the four at-grade crossings in the project area. The 6th Street crossing requires the relocation of a loading dock, staff will continue negotiations with the owners. Union Pacific would like the city to close the 2nd Street crossing and has confirmed their offer of $100,000 to the city. Motion by Thompson, second by Nichols to close the 2nd Street crossing. Motion carried 7-0. Staff were directed to continue negotiations with Union Pacific. Staff will proceed with the ASI process to

maintain the driveway at the 12th Ave crossing for the city's sewer easement. Public comment: Mark Eaton, 1007 S 10th Ave, noted there is a utility corridor under the 2nd Street track and Jessica Kinser had applied for a trail grant to connect the bike path that we didn't get. Recommended using the money on streets. Neil Dalal, 1504 Brentwood Ter, agrees with closing the 2nd Street crossing and noted the whistle noise is a quality of life issue. Jolene Ballard, 610 N 2nd Ave, noted she hasn't seen anyone using the dock and assumes they are trying to make money from the city. Kelli Thurston, 102 W South St, is in favor of the quiet zone as a quality of life issue and it always comes up in her real estate profession. Linda Clark, 306 S 2nd Ave, supports Union Pacific and the historic district and appreciates all the freight they bring to town. Diana Steiner, Finance Director, advised this project was part of the 2020 bond that is now 3.5 years old and the bond attorney recommended council review repurposing the funds if the project is not progressing however the funds can extend to 5 years without penalty if the project continues.

Geoff Hubbard, Parks & Recreation Director, provided an update on the Riverview Park Master Plan and recommended changes. Since the completion of the 2018 master plan a new pond was created on the south side of Riverview Park as part of the Edgewood Extension project and it was determined it could handle the stormwater run-off in the event of a 100-year flood so the expansion of the lagoon is not required. The plan included an event space which we do have at West End Park and improvements to the campground which could be reduced. Staff recommended using the FY24 funding of $2,500,000 on bridge replacement, Reunion Hall playground equipment, lagoon improvements, and pickleball courts. Future improvements could include Community Building playground equipment, road improvements, dog park shelter, and water fountain. Public comment: Leigh Bauder, 401 Orchard Dr, is a big proponent of the work Geoff is doing in the parks. Linda Clark, 306 S 2nd Ave, has enjoyed Riverview Park and noted we need amenities for the disabled.

Alicia Hunter, City Clerk, advised the city lots that were designated for the in-fill housing grant are no longer needed since the funding was withdrawn as the grant does not allow the city to act as the developer and we were unable to find a private developer to complete the project. Motion by Ladehoff, second by Nichols to dispose of the lots by sealed bid processes. Motion carried 6-1, Kell dissenting.

Heather Thomas, Public Works Director, advised the city has received requests from citizens to purchase four different residential properties that the city has acquired through the Dangerous and Dilapidated Buildings program. These properties could be sold through a purchase agreement that would require the renovation to meet building and fire codes. It costs the city approximately $40,000 to complete the demolition of each property. Motion by Ladehoff, second by Mitchell to proceed with the demolition of these properties. Motion carried 7-0.

Heather Thomas, Public Works Director, presented discussion on City Ordinance Chapter 72: Parking Rules amendment. The proposed amendment would address discrepancies with the Chapter 156 Zoning code. It was recommended to increase the allowable driveway extension from 10' to 16'. The use of gravel in side and rear yards was reviewed and allowing a parking pad not connected to a driveway for storage of boats or trailers that are not frequently moved. The number of vehicles allowed in a side or rear yard was also discussed with concern for multi-family housing units. Public comment: Jimmy Landt, 610 N 4th Ave, questioned the denial of a permit to add on

to his garage due to yard space. Dave Greve, 24 W Main St, Apt 1, cautioned putting too many restrictions on property owners.

ADJOURNMENT
The meeting adjourned at 8:08 p.m.

Respectfully Submitted,

Alicia Hunter

Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 03/25/24

Advertising	
TR/11	973.00
Consulting & Professional Fees	
Bolton&Menk.Inc/2	6,214.00
FOX Strand/2	15,720.79
Hawkeye Poly/1	350.00
YSS Grants Bill/4	7,504.51
Contracts	
ARL/1	6,933.33
BDH/1	213.00
Brothers Clean/1	72,885.00
City.Laundering/1	125.01
Fisher Gov Foun/1	8,333.33
HUPP.ELECTRIC.M/1	5,621.66
Impact.7G.Inc/2	4,061.25
Interconnect/1	1,054.64
Marco.Holdings/1	2,573.75
Midw.Auto.Fire/1	460.80
Mtwn.Aviation/2	4,416.00
NorthCentralInt/1	12,866.32
Premier.Equip/4	522.98
RDG.Planning/2	9,322.54
Region 6/1	4,899.00
Schendel.Pest.C/5	184.69
Schumacher.Elev/2	488.93
Servicemaster/1	1,897.00
Siemens.Indust/1	2,418.00
WillardProperty/2	101,600.00
WRH Inc/1	736,849.72
Xerox Corp/1	39.33
Library Books	
Baker & Taylor/29	2,411.99
Book Farm LLC/1	151.60
BRODART.CO/7	1,050.95
Cengage.Learng/10	649.57
CenterPoint.Prn/1	23.37
MicroMarketing./2	77.98
OVERDRIVE,INC./1	895.94
Payroll.Net	
Payroll/1	332,724.25
Rebates	
Menards/1	-4.03
Refund/Reimbursed	
Baker & Taylor/7	155.52
Craft, Terri/1	523.05
DC Brown Rental/1	208.43
Ritter.Plumbg/1	70.00
Thiesens.Supply/1	-15.00
Service/Repairs	
AAA.Septic/1	115.00
Augspurger,Just/1	185.00
BG.HVAC.INC/1	547.98
Centurylink.ld/1	3.78
Cline, Troy/6	8,907.50
Granite Telecom/25	1,009.00
Heart.of.Iowa/3	886.48
Hogeland.Auto.P/3	625.00
Hydronic.Energy/1	150.00
I.C.A.P./1	656,502.00
IA.Dept.Insp.Ap/1	150.00
Language.Line.S/1	1,778.55
Marsh.Co.Treas/15	5,685.00
McAtee.Tire/2	61.50
Menards/3	115.73
Mtwn.Aviation/1	30.05
Municipal Pipe/1	67,917.69
Nikkel.Associat/1	2,467.69
Quality.Srvcs.C/2	1,701.00
Schumacher.Elev/1	477.42
Smith, Jacob/2	16.50
Thiesens.Supply/1	19.99
Tri.State.Lock/2	218.00
Vajgrt.R/1	90.00
Verizon.Wireles/2	122.41
WW.Grainger/3	253.27
Supplies/Parts	
Arnold.Motor/12	3,407.85
Augspurger,Just/1	1,353.58
Baker & Taylor/12	520.42
BDH/1	966.00
Bound.Tree.Medi/1	57.58
Brandt,D/1	21.38
City.Laundering/5	239.40
Consolidated.Wa/1	1,993.90
Data Axle/1	291.00
Ed.M.Feld.Eq/3	2,920.70
Engineered Equi/1	1,773.50
Fastenal.Co/2	185.52
Gervich.Sons/2	137.50
Gillig.LLC/1	1,956.36
HEITMAN,P/1	15.00
Hogan.Mfg/1	54.80
IA.Prison.Ind/1	6,843.00
Interstate Batt/3	1,466.75
Kieslers/1	573.00
McAtee.Tire/2	215.96
Menards/13	760.23
Michael Todd&Co/2	268.17
Midland.Scienti/1	2,277.82
Midwest.Wheel/2	781.25
Napa.Auto/2	57.61
Northern.Lights/2	595.02
Nutrien.Ag.Sol/2	534.03
Quality.Srvcs.C/2	5,034.88
Rasmusson.Svc/2	197.18
Ray O'Herron/1	4,045.00
Reliant.Fire.Ap/1	2,106.48
SE.Jones.Indust/1	157.00

BILL LIST 03/25/24

Shetler,D/2	45.00
ShoBiz,Minutema/1	8,058.35
Spahn.Rose.Lmbr/2	81.12
Storey.Kenwrthy/1	520.51
Strands Inc/1	72.72
Thiesens.Supply/23	1,254.09
Titan.Machinery/2	1,085.78
Tri.State.Lock/1	21.00
Trojan Tech/1	1,157.74
Vajgrt.R/4	327.18
Travel/Training	
Weekley,S/1	18.68
Utilities	
Alliant.Energy/41	31,314.06
ConsumersEnergy/3	403.34
Mtwn.Aviation/1	62.50
WoodRiver.Enrgy/2	1,861.49
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./5	1,228.86
Colonial.Life/1	321.13
Fidelity.Securt/2	461.46
I.R.S./6	93,115.15
IA.Treasurer/2	17,510.79
ICMA457Mission/12	14,900.53
Murillo Jr, Rob/1	30.00
TotalAdmin.Serv/5	7,066.01
Total/406	**2,320,278.51**

Account Number	Vendor Name	Description (Item)	Amount
690.8050.5380.000	AAA SEPTIC SERVICE INC	March rental	$ 115.00
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	$ 21.64
001.4030.5481.000	Alliant Energy	Riverview Park east side	$ 126.47
001.4030.5481.000	Alliant Energy	402 Woodland St Bath House	$ 164.50
001.4030.5481.000	Alliant Energy	JUDGE PARK	$ 19.07
001.4030.5481.000	Alliant Energy	801 WOODLAND ST SHOP	$ 25.59
001.4030.5481.000	Alliant Energy	S 3rd Ave Kiwanis Park	$ 23.64
001.4030.5481.000	Alliant Energy	602 W Merle Hibbs Blvd	$ 19.07
001.4030.5482.000	Alliant Energy	402 Woodland St Bath House	$ 32.41
001.4030.5482.000	Alliant Energy	Reunion Hall	$ 55.41
001.4030.5482.000	Alliant Energy	905 E MAIN ST PARK SHOP	$ 183.55
001.4030.5482.000	Alliant Energy	402 Woodland St Comm Bldg	$ 66.91
110.2010.5481.000	Alliant Energy	2107 S Center St irrigation system	$ 20.38
110.2010.5481.000	Alliant Energy	905 E Main PW Bldg	$ 975.31
110.2030.5481.000	Alliant Energy	N 18th Ave Bridge	$ 29.83
110.2030.5481.000	Alliant Energy	HWY 14 & HWY 30 St Lights	$ 84.88
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	$ 19.22
110.2040.5481.000	Alliant Energy	W Meadowlane cnr Center	$ 35.26
110.2040.5481.000	Alliant Energy	S Center St & W Berle	$ 39.33
110.2040.5481.000	Alliant Energy	N 18TH AVE & E MAIN	$ 27.25
110.2040.5481.000	Alliant Energy	13 S 13th St cnr Main St	$ 36.35
110.2040.5481.000	Alliant Energy	S 12TH AVE E OLIVE ST	$ 35.13
110.2040.5481.000	Alliant Energy	S Center St North of Mall	$ 44.92
110.2040.5481.000	Alliant Energy	N 3rd Ave Cnr State	$ 106.93
110.2040.5481.000	Alliant Energy	W Southridge Rd Cnr Center	$ 35.58
110.2040.5481.000	Alliant Energy	S Center St Cnr Hibbs	$ 41.58
110.2040.5481.000	Alliant Energy	Riverside Dr cnr 3rd Ave	$ 30.27
110.2040.5481.000	Alliant Energy	502 E Southridge Rd	$ 19.22
610.8015.5481.000	Alliant Energy	N 3rd Ave River Sign	$ 23.02
610.8015.5481.000	Alliant Energy	Riverview Park liftstation	$ 19.07
610.8015.5481.000	Alliant Energy	1001 Woodland St Water Pollution	$ 21,304.75
610.8015.5481.000	Alliant Energy	JBS 402 N 10TH AVE	$ 19.07
610.8015.5482.000	Alliant Energy	1001 WOODLAND ST DISP PLANT	$ 5,628.65
610.8016.5481.000	Alliant Energy	608 Turner St Pump Station	$ 224.41
610.8016.5481.000	Alliant Energy	S 12TH AVE CNR E MAIN	$ 91.78
610.8016.5481.000	Alliant Energy	Marion St - WPCP	$ 135.88
610.8016.5481.000	Alliant Energy	1511 Rolling Meadows Rd	$ 94.36
610.8016.5482.000	Alliant Energy	1001 Woodland St Shed	$ 195.05
690.8050.5481.000	Alliant Energy	905 E Main PW Bldg	$ 650.21
740.8065.5481.000	Alliant Energy	301 N 18TH AVE LIFTSTATION	$ 224.41
740.8065.5481.000	Alliant Energy	N 3rd Ave - WPCP	$ 319.48
750.8070.5481.000	Alliant Energy	901 Woodland St Compost Pile	$ 64.22
999.1121.000	American Education Services	Wage Withholding	$ 64.41
001.1090.5331.000	Animal Rescue League	Annual contract -animals within city limits	$ 6,933.33
001.1010.5565.000	Arnold Motor Supply	PD 521 brakes/ rotors	$ 222.71
001.1010.5565.000	Arnold Motor Supply	PD 521 brake pads	$ 43.39
110.2010.5565.000	Arnold Motor Supply	fuel/water separator filters	$ 564.22
110.2010.5565.000	Arnold Motor Supply	engine oil filters	$ 135.31
110.2010.5600.000	Arnold Motor Supply	hydraulic fittings	$ 55.55
110.2010.5600.000	Arnold Motor Supply	Bulk hydraulic hose	$ 658.56
110.2010.5600.000	Arnold Motor Supply	hydraulic couplers	$ 144.73
110.2010.5600.000	Arnold Motor Supply	hydraulic couplers	$ 45.81
110.2010.5600.000	Arnold Motor Supply	hydro fittings	$ 106.06
110.2010.5600.000	Arnold Motor Supply	hydraulic fittings	$ 205.31
110.2010.5600.000	Arnold Motor Supply	hydraulic fittings	$ 106.06
110.2010.5600.000	Arnold Motor Supply	hydraulic fittings	$ 1,120.14
110.2010.5410.000	Augspurger, Justin	low boy tires, backhoe trailer tires	$ 185.00
110.2010.5565.000	Augspurger, Justin	low boy tires, backhoe trailer tires	$ 1,353.58
001.4045.5410.000	B&G HVAC INC	repair piping to pool pump	$ 547.98
001.4010.5730.000	Baker & Taylor Inc	reference books	$ 79.81
001.4010.5730.000	Baker & Taylor Inc	reference books	$ 34.10
001.4010.5730.000	Baker & Taylor Inc	reference books	$ 33.62
001.4010.5730.000	Baker & Taylor Inc	reference book	$ 33.99
001.4010.5730.000	Baker & Taylor Inc	reference book	$ 18.53
001.4010.5730.000	Baker & Taylor Inc	reference books	$ 73.76
001.4010.5730.000	Baker & Taylor Inc	reference books	$ 110.58
001.4010.5730.000	Baker & Taylor Inc	reference book	$ 18.24

001.4010.5730.000	Baker & Taylor Inc	reference books	$	37.99
001.4010.5730.000	Baker & Taylor Inc	reference books	$	34.20
001.4010.5730.000	Baker & Taylor Inc	reference book	$	11.97
001.4010.5730.000	Baker & Taylor Inc	reference books	$	33.63
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	54.66
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	262.81
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	10.79
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	26.37
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	82.61
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	17.10
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	19.20
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	256.23
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	43.29
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	37.49
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	11.39
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	112.03
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	20.98
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	106.10
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	110.53
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	65.54
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	165.28
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	26.15
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	5.99
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	369.49
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	16.53
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	91.70
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	16.53
001.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	$	36.96
001.4010.5732.000	Baker & Taylor Inc	DVD's	$	34.99
001.4010.5732.000	Baker & Taylor Inc	DVD's	$	90.94
001.4010.5732.000	Baker & Taylor Inc	DVD's	$	160.88
001.4010.5732.000	Baker & Taylor Inc	DVD's	$	124.48
001.4010.5732.000	Baker & Taylor Inc	DVD's	$	34.95
001.4010.5734.000	Baker & Taylor Inc	lost and replaced books	$	24.69
001.4010.5734.000	Baker & Taylor Inc	lost and replaced book	$	13.10
001.4010.5734.000	Baker & Taylor Inc	lost and replaced books	$	16.15
001.4010.5734.000	Baker & Taylor Inc	lost and replaced books	$	17.09
001.4010.5734.000	Baker & Taylor Inc	DVD's and or Videos	$	31.48
170.4010.5734.000	Baker & Taylor Inc	memorial book - Adams	$	15.96
170.4010.5734.000	Baker & Taylor Inc	West Memorial books	$	37.05
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	1 year cradlepoint Library 1/29/24-1/25/25	$	213.00
001.4010.5703.000	BDH INFORMATION TECHNOLOGY LLC	Library print release computer	$	966.00
364.4030.5233.000	Bolton & Menk Inc	Riverview Park Phase 1 Design and Engineering	$	5,539.00
740.8065.5230.000	Bolton & Menk Inc	On Call GIS thru 02/22/24	$	675.00
001.4010.5732.000	Book Farm LLC	Juvenile books	$	151.60
001.1050.5630.000	Bound Tree Medical LLC	regulators w/hose	$	57.58
153.1010.5600.000	BRANDT, DANIEL W	Certificate frame for reserve officer	$	21.38
001.4010.5732.000	Brodart Co	Juvenile books	$	135.52
001.4010.5732.000	Brodart Co	Juvenile books- Spanish	$	59.04
001.4010.5732.000	Brodart Co	Juvenile books	$	76.52
001.4010.5732.000	Brodart Co	Juvenile books	$	187.93
001.4010.5732.000	Brodart Co	Juvenile books	$	274.62
001.4010.5732.000	Brodart Co	Juvenile books	$	181.01
001.4010.5732.000	Brodart Co	Juvenile books	$	136.31
363.4030.5342.000	Brothers Cleaning Corp	Kiwanis Park Improvements	$	72,885.00
001.4010.5732.000	CENGAGE LEARNING INC	L-T books	$	47.43
001.4010.5732.000	CENGAGE LEARNING INC	L-T books	$	83.96
001.4010.5732.000	CENGAGE LEARNING INC	L-T books	$	39.63
001.4010.5732.000	CENGAGE LEARNING INC	L-T books	$	95.21
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	$	47.43
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	$	127.35
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	$	91.61
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	$	21.44
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	$	71.47
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	$	24.04
170.4010.5732.000	CENTER POINT LARGE PRINT	adult fiction or non fiction	$	23.37
001.6050.5450.000	CENTURYLINK long distance	Long distance lines	$	3.78
110.2010.5132.000	CITY LAUNDERING COMPANY	uniform cleaning & insurance	$	8.79

110.2010.5342.000	CITY LAUNDERING COMPANY	other services	$	125.01
110.2010.5600.000	CITY LAUNDERING COMPANY	supplies	$	108.27
110.2040.5132.000	CITY LAUNDERING COMPANY	Utility dept - uniform cleaning	$	40.00
690.8050.5132.000	CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	$	41.17
690.8050.5132.000	CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	$	41.17
001.1075.5261.000	Cline, Troy	landfill fee	$	120.00
001.1075.5261.000	Cline, Troy	919 Jackson St clean up	$	6,932.50
001.1075.5261.000	Cline, Troy	compost fee	$	65.00
001.1075.5262.000	Cline, Troy	City owned property snow removals 1/15/24	$	1,235.00
001.1075.5262.000	Cline, Troy	911 Jackson St snow removal	$	65.00
001.1075.5262.000	Cline, Troy	City owned property snow removals 1/24/24	$	490.00
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	$	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
610.8015.5600.000	CONSOLIDATED WATER SOLUTIONS	WPCP operating supplies 55 gal drum	$	1,993.90
110.2030.5481.000	Consumers Energy Coop	City of Marshalltown	$	83.15
110.2030.5481.000	Consumers Energy Coop	City of Marshalltown	$	71.28
110.2040.5481.000	Consumers Energy Coop	City of Marshalltown	$	248.91
610.8015.5980.000	Craft, Terri	Sewer refund - plumbing issue	$	523.05
610.8015.5980.000	D C Brown Rentals	Sewer refund - plumbing issue	$	208.43
001.4010.5730.000	Data Axle	reference books	$	291.00
001.1050.5132.000	ED M FELD EQUIPMENT CO INC	FD gloves	$	100.00
001.1050.5413.000	ED M FELD EQUIPMENT CO INC	valve plug and seat assembly	$	33.70
156.1050.5718.000	ED M FELD EQUIPMENT CO INC	Fire dept Harness	$	2,787.00
610.8015.5600.000	Engineered Equipment Solutions LLC	sunshades for limitorgue LCD screens	$	1,773.50
690.8050.5565.000	FASTENAL COMPANY	Transit - bolts	$	161.13
690.8050.5600.000	FASTENAL COMPANY	Transit - safety eyewear	$	24.39
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	$	331.58
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	$	129.88
001.4060.5331.000	Fisher Governor Foundation	Property taxes levied for Civic Center	$	8,333.33
364.2020.5233.000	FOX Strand	Design Engineering - Parking Lot "T"	$	244.00
615.8015.5233.000	FOX Strand	WPC21001 WPCP Headworks & Digester Const Phase	$	15,476.79
110.2010.5600.000	GERVICH & SONS INC	Street dept steel	$	125.00
110.2010.5600.000	GERVICH & SONS INC	5/16 steel	$	12.50
690.8050.5565.000	GILLIG LLC	Transit 101 fan control valve	$	1,956.36
001.1010.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	241.28
001.1050.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	87.74
001.1070.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.1071.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.1075.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.4010.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	43.87
001.4030.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.4040.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.4045.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	43.87
001.4065.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.6010.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.6012.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.6020.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.6021.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	87.82
001.6025.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
110.2010.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
110.2040.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
110.2060.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
181.3040.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
184.5030.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	43.87
610.8015.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	65.80
610.8016.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	26.32
690.8050.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
740.8065.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	17.55
750.8070.5450.000	Granite Telecommunications LLC	Granite phone lines 3/1-3/31/24	$	21.93
001.1010.5230.000	Hawkeye Polygraph	Services 3/14/24	$	350.00
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP/PW March 2024 direct connect internet	$	443.24
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP/PW March 2024 direct connect internet	$	265.94
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	WPCP/PW March 2024 direct connect internet	$	177.30
001.1010.5132.000	HEITMAN, PAUL	patrol boot repair	$	15.00

690.8050.5565.000	Hogan Manufacturing Inc	Transit roller assembly	$	54.80
610.8015.5750.000	HUPP ELECTRIC MOTOR INC	WPCP #3 Hoffman motor replacement	$	5,621.66
001.1099.5410.000	HYDRONIC ENERGY INC	Air vent/separator for hot water heating system	$	150.00
001.6900.5290.000	ICAP	Annual insurance policy 4/1/24-3/31/25	$	656,502.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	$	798.87
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	$	5,272.23
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	$	1,033.30
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	$	1,216.92
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	$	2,543.45
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	$	118.09
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	$	965.00
181.3040.5342.000	Impact 7G Inc	Lead Hazard Reduction Program 2023	$	3,828.75
181.3040.5342.000	Impact 7G Inc	Lead Hazard Reduction Program 2023	$	232.50
001.1099.5342.000	Interconnect Inc	FD/PD bldg card reader access repairs	$	1,054.64
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	$	31,438.77
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	$	13,334.18
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	$	29,367.14
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	$	5,285.12
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	$	9,419.34
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	$	4,270.60
001.1099.5611.000	Interstate Batteries of Upper Iowa	Transit, Street, Floor scrubber batteries	$	707.90
110.2010.5565.000	Interstate Batteries of Upper Iowa	Transit, Street, Floor scrubber batteries	$	186.95
690.8050.5565.000	Interstate Batteries of Upper Iowa	Transit, Street, Floor scrubber batteries	$	571.90
001.4065.5251.000	IOWA DEPT OF INSPECTIONS & APPEALS	renewal app food establishment license 2024	$	150.00
110.2010.5626.000	IOWA PRISON INDUSTRIES	regulatory signs, sheeting	$	6,843.00
001.1010.5718.000	KIESLER'S	GLOCK 45MOS GENS 9MM PISTOL BLACK	$	573.00
001.1010.5431.000	LANGUAGE LINE SERV INC	over the phone interpretations	$	1,778.55
001.1075.5359.000	LHogeland Auto Plaza LLC	Junk case 003648-2023 vehicle tows/storage	$	125.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Junk case 003693-2023 tows	$	250.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Junk case 003730-2023 tows	$	250.00
001.6070.5347.000	Marco Holdings LLC	Mitel Advantage Assurance 5/26/24-5/25/25	$	2,573.75
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	$	294.00
355.1075.5440.000	Marshall County Treasurer	719 N 4th Ave Binford Park Manor Add	$	126.00
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	internet	$	30.05
001.2080.5481.000	MARSHALLTOWN AVIATION INC	electrical services	$	62.50
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 510 tire repair	$	18.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 514 tire and services	$	43.50
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 510 tire repair	$	69.96
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 514 tire and services	$	146.00
001.4030.4879.000	MENARDS	rebate used brackets, AC/DC adapter, tension rod	$	(4.03)
001.4030.5410.000	MENARDS	Park bldg repairs	$	15.56
001.4030.5611.000	MENARDS	Parks supplies - wire sleeves, tape	$	59.79
001.4030.5611.000	MENARDS	brackets and clip box	$	17.91
001.6050.5600.000	MENARDS	custodial supplies, ladder for bldg use	$	26.48
001.6050.5718.000	MENARDS	custodial supplies, ladder for bldg use	$	99.00
110.2010.5600.000	MENARDS	wedge anchors	$	15.95
110.2010.5600.000	MENARDS	chemical gloves	$	6.99
110.2010.5605.000	MENARDS	mechanical pencils	$	8.94

110.2010.5718.000	MENARDS	Street dept - sockets	$	229.34
110.2010.5718.000	MENARDS	ratcheting wrench, impact sockets	$	49.88
110.2030.5718.000	MENARDS	Utility truck tools	$	18.45
110.2040.5718.000	MENARDS	Utility truck tools	$	18.45
140.4030.5410.000	MENARDS	toilet valve repair kit and parts	$	34.98
140.4030.5410.000	MENARDS	brackets, AC/DC adapter, tension rod	$	65.19
140.4030.5611.000	MENARDS	Parks soap and shower heads	$	106.39
140.4030.5611.000	MENARDS	green cord, toilet repair parts, treated wood	$	102.66
110.2030.5600.000	Michael Todd & Co Inc	Marking paint- traffic signal & street lighting	$	134.08
110.2040.5600.000	Michael Todd & Co Inc	Marking paint- traffic signal & street lighting	$	134.09
001.4010.5732.000	MICROMARKETING LLC	audio books	$	39.99
001.4010.5732.000	MICROMARKETING LLC	audio books	$	37.99
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP Lab expense	$	2,277.82
001.1099.5344.000	MIDWEST AUTOMATIC FIRE SPRINKLER CO	5 year internal inspection of fire sprinkler syste	$	460.80
690.8050.5565.000	MIDWEST WHEEL COMPANIES	Transit - brake drums, stop boxes, core charges	$	1,066.25
690.8050.5565.000	MIDWEST WHEEL COMPANIES	core charges	$	(285.00)
616.8016.5348.000	Municipal Pipe Tool Co	SAN21001 2020 Sanitary Sewer CIPP	$	67,917.69
999.1166.000	Murillo Jr, Robert	parking ticket over payment	$	30.00
110.2010.5600.000	NAPA AUTO PARTS	light plugs and lamps	$	41.98
690.8050.5565.000	NAPA AUTO PARTS	ransit 011 grease fittings and clamp	$	15.63
740.8065.5387.000	NIKKEL & ASSOCIATES INC	WPCP Wiring repair storm lift station	$	2,467.69
690.8050.5750.000	North Central International LLC	Transit- Camera kit, converter, wide angle dome	$	12,866.32
001.4066.5613.000	NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	$	362.76
001.4066.5613.000	NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	$	232.26
610.8015.5600.000	NUTRIEN AG SOLUTIONS INC	WPCP Mobilgear oil	$	167.00
690.8050.5565.000	NUTRIEN AG SOLUTIONS INC	Transit DEF fluid	$	367.03
001.4010.5732.000	OVERDRIVE,INC.	audio book	$	895.94
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library copies 11/25/23-02/24/24 & admin fee	$	47.06
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library copies 11/25/23-02/24/24 and admin fee	$	100.30
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Color copies	$	363.84
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Black and White	$	11.78
110.2010.5410.000	QUALITY SERVICES CORPORATION	Street #49 leaf springs	$	810.00
110.2010.5410.000	QUALITY SERVICES CORPORATION	Street #43 spring leaf set replaced	$	891.00
110.2010.5565.000	QUALITY SERVICES CORPORATION	Street #49 leaf spring set	$	2,549.62
110.2010.5565.000	QUALITY SERVICES CORPORATION	Street #43 spring leaf set replaced	$	2,485.26
001.1050.5413.000	Rasmusson Service Center	labor and hose	$	125.00
001.1050.5413.000	Rasmusson Service Center	labor and hose	$	72.18
151.1010.5718.000	Ray O'Herron	solar charging sights for guns	$	4,045.00
132.5020.5342.000	RDG Planning & Design	Downtown Facade Improvements	$	420.00
132.5020.5342.000	RDG Planning & Design	Downtown Facade Improvements	$	8,902.54
690.8050.5331.000	Region 6 Resource Partners	January para transit rides	$	4,899.00
001.1050.5413.000	RELIANT FIRE APPARATUS inc	E170 Kussmail charger repair	$	2,106.48
001.1070.5980.000	Ritter Plumbing	Fee was $50 not $85 times 2 trade permit apps	$	70.00
001.4010.5342.000	SCHENDEL PEST CONTROL INC	Library bi monthly service	$	66.81
001.4030.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	$	22.23
001.4065.5342.000	SCHENDEL PEST CONTROL INC	Coliseum	$	50.52
001.6050.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	$	22.23
001.6051.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	$	22.90
001.4065.5410.000	SCHUMACHER ELEVATOR COMPANY	Coliseum quarterly elevator maintenance	$	477.42
001.6050.5344.000	SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	$	243.23
001.6051.5344.000	SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	$	245.70
110.2010.5718.000	SE Jones Industries Inc	3pc set step drills	$	157.00
001.4010.5342.000	SERVICEMASTER OF M'TOWN INC	Library March services	$	1,897.00
001.1010.5132.000	Shetler, Dennis	police and rank patches	$	36.00
001.1010.5132.000	Shetler, Dennis	chevrons on sleeves	$	9.00
001.6030.5370.000	Sho Biz Inc dba Minuteman	LOSST mailers	$	8,058.35
001.1099.5344.000	SIEMENS INDUSTRY, INC.	On line tech. support for Siemens	$	2,418.00
610.8016.5251.000	Smith, Jacob	CDL upgradge tanker endorsement	$	9.90
740.8065.5251.000	Smith, Jacob	CDL upgradge tanker endorsement	$	6.60
750.8070.5600.000	SPAHN & ROSE LUMBER CO	adjustable stair stringer connector	$	12.06
750.8070.5600.000	SPAHN & ROSE LUMBER CO	treated 3 step stringer	$	69.06
001.4010.5605.000	STOREY KENWORTHY	Library cash receipt books	$	520.51
001.4030.5600.000	Strands Inc	Parks - paint	$	72.72
001.1050.5600.000	THEISENS SUPPLY INC	boat accessory fuel line primer	$	27.97
001.1050.5600.000	THEISENS SUPPLY INC	boat accessor fuel line primer	$	(24.99)
001.1050.5600.000	THEISENS SUPPLY INC	fuel hose	$	8.45
001.1099.4875.000	THEISENS SUPPLY INC	gift card	$	(15.00)
001.6051.5410.000	THEISENS SUPPLY INC	Carnegie bldg OAU-1 belt	$	19.99

110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee clothing allowance	$	116.97
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee clothing allowance	$	67.99
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee clothing allowance	$	209.94
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee clothing allowance	$	79.95
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee clothing allowance	$	(23.98)
110.2010.5132.000	THEISENS SUPPLY INC	Street dept gloves	$	29.98
110.2010.5565.000	THEISENS SUPPLY INC	filters and oil	$	63.96
110.2010.5600.000	THEISENS SUPPLY INC	grass seed and garden spade	$	22.49
110.2010.5600.000	THEISENS SUPPLY INC	filters and oil	$	60.96
110.2010.5600.000	THEISENS SUPPLY INC	high reflective decal	$	8.49
110.2010.5718.000	THEISENS SUPPLY INC	M18 bare multi tool, blades	$	169.97
110.2010.5718.000	THEISENS SUPPLY INC	grass seed and garden spade	$	25.99
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept city provided employee clothing	$	59.99
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept employee boots and paper towels	$	56.99
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept employee boots	$	122.99
610.8016.5600.000	THEISENS SUPPLY INC	Sewer dept employee boots and paper towels	$	5.99
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept city provided employee clothing	$	39.99
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept employee boots and paper towels	$	38.00
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept employee boots	$	82.00
740.8065.5600.000	THEISENS SUPPLY INC	Sewer dept employee boots and paper towels	$	4.00
001.1010.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	108.11
001.1050.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	108.11
001.1072.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	32.44
001.4040.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	108.11
001.4041.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	108.11
110.2010.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	108.11
110.2030.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	10.81
110.2040.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	64.87
110.2060.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	108.11
610.8015.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	108.11
690.8050.5210.000	TIMES REPUBLICAN	Job openings advertisement	$	108.11
110.2010.5565.000	TITAN MACHINERY, INC.	Street vehicle foot throttle and lock	$	918.32
110.2010.5565.000	TITAN MACHINERY, INC.	fuel filters	$	167.46
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	rounding	$	(0.20)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	$	5,287.06
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	$	795.83
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	$	774.99
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	$	208.33
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	$	12,118.39
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	$	5,392.40
001.4010.5410.000	TRI STATE LOCK SERVICE	Door lever - Library	$	138.00
001.4010.5410.000	TRI STATE LOCK SERVICE	Door lever - Library	$	80.00
110.2010.5600.000	TRI STATE LOCK SERVICE	7 keys	$	21.00
610.8015.5600.000	Trojan Technologies Group ULC	WPCP Cleaning supplies	$	1,157.74
110.2010.5380.000	Vajgrt, Roger	Street dept weed cutter rentals	$	90.00
110.2010.5600.000	Vajgrt, Roger	Street dept propane	$	183.18
110.2010.5600.000	Vajgrt, Roger	3lbs grass seed	$	20.00
110.2010.5600.000	Vajgrt, Roger	16" chains	$	100.00
110.2010.5600.000	Vajgrt, Roger	Street dept chains	$	24.00
001.1071.5450.000	VERIZON WIRELESS	Housing services	$	61.20
001.1075.5450.000	VERIZON WIRELESS	Housing services	$	61.21
001.1010.5464.000	WEEKLEY, SADIE J	meals during training	$	18.68
125.5020.5331.000	Willard Property LLC	Occupancy of Willard Building	$	50,800.00
125.5020.5331.000	Willard Property LLC	Occupancy of Hopkins Building	$	50,800.00
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St	$	1,116.89
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St	$	744.60
615.8015.5342.000	WRH Inc	WPC21001 Headworks & Digester Impro	$	736,849.72
001.2080.5410.000	WW GRAINGER	Aiport exterior door stops	$	102.27
001.4065.5410.000	WW GRAINGER	thermostat cage for Coliseum gym	$	75.61
001.4065.5410.000	WW GRAINGER	Coliseum transfer switch cover for generator	$	75.39
610.8015.5344.000	Xerox Corp	WPCP Feb 2024 contract and copies	$	39.33
151.1010.5230.000	YSS Grants Billing	Community Advocates	$	3,185.00
151.1010.5230.000	YSS Grants Billing	Cell Phone Reimbursement	$	45.00
151.1010.5230.000	YSS Grants Billing	Benefits	$	700.70
389.1010.5230.000	YSS Grants Billing	YSS MPACT Services	$	3,573.81
Payroll	Payroll	Payroll #6	$	332,724.25
TOTAL			**$**	**2,320,278.51**

MARSHALLTOWN
IOWA

Joel Greer, Mayor
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: Diana Steiner, Finance Director
DATE: March 19, 2024, 2024
RE: February 2024 Monthly Financial Statements

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: N/A

Recommendation: Staff recommends approving the February 2024 monthly financial statements.

Budget Impact: N/A

Description/Background: The Finance Department has prepared and reconciled the February 2024 financial statements for your review. The FY24 budget was approved in April 2023.

The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/23, the year-to-date revenues and expenses for 8 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month

- $335,550 was received from the CDBG Grant for the Willards Building in Fund 132 and $136,248 was spent on this project.
- $347,927 was received from the RISE Street Grant for Edgewood in Fund 311
- $117,111 of hotel/motel tax was received for the Oct-Dec period (LY 105,358).
- $124,711 was spent on the airport hangar project in Fund 312
- $121,475 was spent in Fund 615 for the IFA SRF Headworks project.
- $66,625 was spent in Fund 032 for a 2023 Chevy 5500 Chassis for the Fire Dept.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

MARSHALLTOWN
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FUND BALANCE REPORT
AS OF 02/29/2024

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	3,567,795.12	10,094,385.45	11,793,550.77	1,868,629.80
010 - CASH FLOW RESERVE FUND	2,755,575.96	363,654.99	-	3,119,230.95
030 - CAPITAL RESERVE	-	335,408.20	335,408.20	-
031 - CAPITAL RSRV-BLDG MAINT	248,847.16	12,802.16	-	261,649.32
032 - CIP LARGE VEHICLE/EQUIPMENT	93,755.00	-	66,625.00	27,130.00
110 - ROAD USE TAX	7,872,965.91	2,831,240.76	1,316,727.65	9,387,479.02
112 - EMPLOYEE BENEFITS FUND	3,768,809.74	1,414,306.98	1,473,482.39	3,709,634.33
117 - POLICE/FIRE RETIREMENT	642,477.91	576,408.44	561,428.27	657,458.08
119 - EMERGENCY FUND	-	147,091.39	144,260.78	2,830.61
121 - LOCAL OPTION SALES TAX	6,012,923.56	3,163,114.82	1,395,776.83	7,780,261.55
125 - TAX INCREMENT FINANCING	169,545.77	648,566.12	235,177.31	582,934.58
130 - CITY TORT LIABILITY	128,206.16	7,867.12	40,467.51	95,605.77
132 - GRANTS-STATE/LOCAL AGENCIES	(1,237,771.42)	1,469,781.34	479,729.60	(247,719.68)
133 - UNDESIGNATED FEDERAL GRANTS	(26,937.26)	46,084.89	309,397.77	(290,250.14)
140 - PARK & REC DONATION FUND	301,596.26	78,292.85	51,886.80	328,002.31
141 - MTOWN TENNIS ASSOC	2,890.06	76.06	-	2,966.12
142 - SOFTBALL ASSOCIATION FUND	(6,149.75)	-	18,925.31	(25,075.06)
144 - LIVE HEALTHY IOWA	6,277.56	165.24	-	6,442.80
145 - TORNADO GENERAL	287,863.02	-	-	287,863.02
148 - FEMA-COVID19	(12,143.15)	5,214.67	-	(6,928.48)
149 - FEMA - WINDS	334,019.33	159,665.35	12,858.48	480,826.20
150 - LOCAL PD GRANTS	(4,019.97)	33,437.06	40,998.04	(11,580.95)
151 - DEPT OF JUSTICE GRANTS	(18,454.98)	86,429.61	75,936.15	(7,961.52)
152 - POLICE UNDESIGNATED GRANTS	(10,240.50)	67,975.92	71,780.70	(14,045.28)
153 - POLICE DEPT DONATION FUND	122,990.71	9,064.91	37,722.63	94,332.99
156 - FIRE DEPT DONATION FUND	82,179.22	3,587.01	20,063.31	65,702.92
160 - ECONOMIC DEVELOPMENT GIFT	54,964.15	1,446.70	-	56,410.85
161 - SURETY DEPOSITS/SUBDIVIDER	11,466.96	301.82	-	11,768.78
170 - LIBRARY DONATION FUND	114,613.95	50,226.65	19,583.52	145,257.08
177 - SEIZED ASSETS (POLICE)	24,663.16	2,501.99	9,873.68	17,291.47
181 - #7 HUD LEAD GRANT	-	-	43,320.12	(43,320.12)
184 - VOUCHERS - 002, 003	212,388.44	973,583.63	902,904.28	283,067.79
189 - #6 HUD LEAD GRANT	81,342.03	661,212.79	587,679.56	154,875.26
200 - GO BONDS DEBT FUND	216,257.80	2,304,100.04	859,349.07	1,661,008.77
300 - CIP COLLECTION FUND	389,865.65	382,217.51	308,481.31	463,601.85
311 - RISE STREET GRANTS	(3,632,998.53)	3,447,007.36	1,661,738.37	(1,847,729.54)
312 - AIRPORT PROJECT FUND	122,392.82	2,496.43	146,436.39	(21,547.14)
320 - SPECIAL ASSESSMENT PROJECTS	(14,510.95)	-	-	(14,510.95)
340 - BIKE PATH PROJECT FUND	(1,511.60)	-	1,072.60	(2,584.20)
341 - TREES FOREVER PROJECT	25,667.35	9,103.97	13,855.04	20,916.28
350 - GO BONDS CAPITAL PROJECTS	9,341.72	245.88	-	9,587.60
355 - 2015 GO BONDS (D&D)	380,907.57	65,756.77	197,790.60	248,873.74
361 - LIBRARY BUILDING ADDITION	1,626.33	-	1,626.33	-
362 - 2020 GO BONDS	713,101.88	18,714.69	5,198.30	726,618.27
363 - 2021 GO BONDS	7,376,741.08	2,626,620.15	3,011,806.56	6,991,554.67
364 - 2022 GO BONDS	9,627,478.41	389,158.00	198,690.45	9,817,945.96
365 - 2023 GO BONDS	-	9,794,307.14	51,863.00	9,742,444.14
389 - AMERICAN RESCUE PLAN	3,105,941.21	-	2,511,364.96	594,576.25
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	-	163,675.60	(163,675.60)
610 - WATER POLLUTION CONTROL	-	2,628,974.60	2,628,974.60	-
611 - WPCP REVENUE	20,994,624.06	6,204,854.05	2,643,150.20	24,556,327.91
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,120,657.22	29,496.44	-	1,150,153.66
615 - WPCP PLANT & IMPROVEMENTS	-	4,564,222.20	4,470,947.91	93,274.29
616 - SANITARY SEWER REHAB PROJECT	-	1,893,545.71	1,935,414.68	(41,868.97)
617 - SANITARY SEWER NEW CONSTRUCTN	156,657.20	13,528.65	-	170,185.85
690 - TRANSIT OPERATING	1,005,655.70	717,520.01	614,731.05	1,108,444.66
740 - STORM SEWER UTILITY	1,751,034.24	1,101,318.97	468,532.25	2,383,820.96
741 - 2016 GO STORM WATER PROJ	797,609.06	20,993.60	-	818,602.66
750 - COMPOSTING FACILITY	200,498.34	54,538.60	41,801.62	213,235.32
760 - P&R CONCESSIONS ENTERPRISE	(25,565.37)	50,101.05	31,855.63	(7,319.95)
881 - OCCUPATIONAL INSURANCE ESCROW	120,913.02	111,785.54	65,274.51	167,424.05
884 - GROUP HEALTH INSURANCE ESCROW	24,141.74	2,483,726.76	2,499,616.36	8,252.14
886 - WORKMAN'S COMP DEDUCTIBLE FUND	34,883.61	916.47	71.00	35,729.08
913 - 911 COMMISION	(6,957.22)	740,201.52	891,908.60	(158,664.30)
952 - SURETY BONDS/DEPOSITS	5,004.16	510.30	-	5,514.46
	70,081,896.61	62,899,857.33	45,470,791.65	87,510,962.29

MARSHALLTOWN
IOWA

CASH AND INVESTMENTS
AS OF 2/29/2024

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
999.0110.100	First Interstate Bank P&R Deposits	690,751.43	2.25
	Total BalObject: 0110 - P&R Deposits :	**690,751.43**	
BalObject: 0111 - Operating			
999.0111.100	First Interstate Bank Operating	689,902.57	2.25
	Total BalObject: 0111 - Operating:	**689,902.57**	
BalObject: 0113 - Payroll			
999.0113.100	First Interstate Bank Payroll	350,000.00	2.25
	Total BalObject: 0113 - Payroll:	**350,000.00**	
BalObject: 0114 - Dev Inspections			
999.0114.100	First Interstate Bank Dev Inspections	34,214.98	2.25
	Total BalObject: 0114 - Dev Inspections:	**34,214.98**	
BalObject: 0115 - HUD Admin			
999.0115.100	First Interstate Bank HUD Admin	268,416.03	2.25
	Total BalObject: 0115 - HUD Admin:	**268,416.03**	
BalObject: 0116 - HUD HAP			
999.0116.100	First Interstate Bank HUD HAP	19,955.05	2.25
	Total BalObject: 0116 - HUD HAP:	**19,955.05**	
BalObject: 0117 - Police			
999.0117.100	First Interstate Bank Police	26,889.71	2.25
	Total BalObject: 0117 - Police:	**26,889.71**	
BalObject: 0117 - ACH			
999.0118.100	First Interstate Bank ACH	1,000.00	2.25
	Total BalObject: 0118 -ACH	**1,000.00**	
BalObject: 0120 - PETTY CASH			
001.0120.000	PETTY CASH - RECORDS	100.00	0.00
750.0120.000	PETTY CASH		0.00
760.0120.000	PETTY CASH	-	0.00
	Total BalObject: 0120 - PETTY CASH:	**100.00**	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	**200.00**	

Account	Name	Ending Balance	Interest Rate
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	**100.00**	
BalObject: 0124 - PETTY CASH-LIBRARY			
001.0125.000	PETTY CASH-LIBRARY	200.00	0.00
	Total BalObject: 0124 - PETTY CASH-LIBRARY:	**200.00**	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	225.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	**225.00**	
BalObject: 0130 - CASH HELD BY INSUR ADMIN			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADM	**1.00**	
BalObject: 0215 - IPAIT MONEY MARKET			
999.0215.000	IPAIT MONEY MARKET	13,208,714.57	5.10
	Total BalObject: 0215 - IPAIT MONEY MARKET:	**13,208,714.57**	
BalObject: 0216 - FIRST INTERSTATE BANK MM			
999.0216.000	First Interstate Bank MM	7,195,432.50	2.25
	Total BalObject: 0216 - FIRST INTERSTATE BANK M	**7,195,432.50**	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
364.0240.000	MIDWEST ONE CD	1,000,000.00	5.30
999.0240.000	MIDWEST ONE CD	15,000,000.00	4.75-5.52
	Total BalObject: 0240 - MIDWEST ONE CD	**16,000,000.00**	
BalObject: 0243 - GNB INV			
365.0243.000	GNB CD	-	4.74
999.0243.000	GNB CD	4,000,000.00	5.47
	Total BalObject: 0243 - GNB INV	**4,000,000.00**	
BalObject: 0246 - PINNACLE INV			
365.0246.000	PINNACLE CD	7,000,000.00	5.35-5.53
999.0246.000	PINNACLE CD	23,000,000.00	5.41-5.72
	Total BalObject: 0246 - PINNACLE CD	**30,000,000.00**	
BalObject: 0265 - IPAIT CD			
999.0265.000	IPAIT CD	4,000,000.00	5.448-5.6
	Total BalObject: 0265 - IPAIT CD	**4,000,000.00**	
BalObject: 0273 - IPAIT GOV SEC			
999.0273.000	IPAIT GOV INV	10,996,558.50	5.151-5.3
	Total BalObject: 0273 - IPAIT GOV SEC	**10,996,558.50**	
BalObject: 0999 - POOLED CASH			
999.0999.000	POOLED CASH - prepaid work comp and outstanding AP	28,300.95	0.00
	Total BalObject: 0999 - POOLED CASH:	**28,300.95**	
	TOTAL	**87,510,962.29**	

City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: 2023-2024 Period Ending: 02/29/2024

Account Type	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	433,297.10	12,012,779.52	10,094,385.45	-1,918,394.07	18,020,483.00
Expense	1,772,909.85	12,009,672.88	11,793,550.77	216,122.11	18,020,483.00
Total Fund: 001 - GENERAL FUND:	**-1,339,612.75**	**3,106.64**	**-1,699,165.32**	**-1,702,271.96**	**0.00**
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	9,565.39	231,923.20	363,654.99	131,731.79	348,000.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	**9,565.39**	**231,923.20**	**363,654.99**	**131,731.79**	**348,000.00**
Fund: 030 - CAPITAL RESERVE					
Revenue	39,969.90	464,096.24	335,408.20	-128,688.04	696,423.00
Expense	39,969.90	464,275.68	335,408.20	128,867.48	696,423.00
Total Fund: 030 - CAPITAL RESERVE:	**0.00**	**-179.44**	**0.00**	**179.44**	**0.00**
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	802.37	2,000.00	12,802.16	10,802.16	3,000.00
Expense	0.00	94,164.08	0.00	94,164.08	141,275.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	**802.37**	**-92,164.08**	**12,802.16**	**104,966.24**	**-138,275.00**
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	62,724.00	0.00	-62,724.00	94,086.00
Expense	66,625.00	0.00	66,625.00	-66,625.00	0.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	**-66,625.00**	**62,724.00**	**-66,625.00**	**-129,349.00**	**94,086.00**
Fund: 110 - ROAD USE TAX					
Revenue	313,179.63	2,486,266.56	2,831,240.76	344,974.20	3,729,400.00
Expense	110,307.28	2,798,744.24	1,316,727.65	1,482,016.59	4,198,134.00
Total Fund: 110 - ROAD USE TAX:	**202,872.35**	**-312,477.68**	**1,514,513.11**	**1,826,990.79**	**-468,734.00**
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	27,376.92	1,553,480.48	1,414,306.98	-139,173.50	2,330,221.00
Expense	0.00	2,047,247.28	1,473,482.39	573,764.89	3,070,871.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	**27,376.92**	**-493,766.80**	**-59,175.41**	**434,591.39**	**-740,650.00**
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	8,805.88	662,525.12	576,408.44	-86,116.68	993,788.00
Expense	0.00	786,765.28	561,428.27	225,337.01	1,180,148.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	**8,805.88**	**-124,240.16**	**14,980.17**	**139,220.33**	**-186,360.00**
Fund: 119 - EMERGENCY FUND					
Revenue	1,805.80	175,315.84	147,091.39	-28,224.45	262,974.00

Account Type	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	175,316.00	144,260.78	31,055.22	262,974.00
Total Fund: 119 - EMERGENCY FUND:	**1,805.80**	**-0.16**	**2,830.61**	**2,830.77**	**0.00**
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	426,070.58	2,533,333.28	3,163,114.82	629,781.54	3,800,000.00
Expense	25,500.00	3,043,405.04	1,395,776.83	1,647,628.21	4,565,385.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	**400,570.58**	**-510,071.76**	**1,767,337.99**	**2,277,409.75**	**-765,385.00**
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	14,974.22	743,027.28	648,566.12	-94,461.16	1,114,541.00
Expense	0.00	721,642.64	235,177.31	486,465.33	1,082,464.00
Total Fund: 125 - TAX INCREMENT FINANCING:	**14,974.22**	**21,384.64**	**413,388.81**	**392,004.17**	**32,077.00**
Fund: 130 - CITY TORT LIABILITY					
Revenue	1,458.39	27,333.28	7,867.12	-19,466.16	41,000.00
Expense	0.00	26,666.64	40,467.51	-13,800.87	40,000.00
Total Fund: 130 - CITY TORT LIABILITY:	**1,458.39**	**666.64**	**-32,600.39**	**-33,267.03**	**1,000.00**
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	335,550.00	1,805,533.44	1,469,781.34	-335,752.10	2,709,360.00
Expense	213,906.33	1,635,267.60	479,729.60	1,155,538.00	2,453,883.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	**121,643.67**	**170,265.84**	**990,051.74**	**819,785.90**	**255,477.00**
Fund: 133 - UNDESIGNATED FEDERAL GRANTS					
Revenue	0.00	262,634.80	46,084.89	-216,549.91	394,050.00
Expense	34,951.37	256,968.08	309,397.77	-52,429.69	385,550.00
Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:	**-34,951.37**	**5,666.72**	**-263,312.88**	**-268,979.60**	**8,500.00**
Fund: 140 - PARK & REC DONATION FUND					
Revenue	2,268.04	34,666.56	78,292.85	43,626.29	52,000.00
Expense	10,198.16	91,427.84	51,886.80	39,541.04	137,175.00
Total Fund: 140 - PARK & REC DONATION FUND:	**-7,930.12**	**-56,761.28**	**26,406.05**	**83,167.33**	**-85,175.00**
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	9.10	13.28	76.06	62.78	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	**9.10**	**13.28**	**76.06**	**62.78**	**20.00**
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	0.00	20,520.64	0.00	-20,520.64	30,781.00
Expense	0.00	20,501.52	18,925.31	1,576.21	30,781.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	**0.00**	**19.12**	**-18,925.31**	**-18,944.43**	**0.00**
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	19.76	5,031.28	165.24	-4,866.04	7,547.00
Expense	0.00	5,030.80	0.00	5,030.80	7,547.00
Total Fund: 144 - LIVE HEALTHY IOWA :	**19.76**	**0.48**	**165.24**	**164.76**	**0.00**
Fund: 145 - TORNADO GENERAL					
Expense	0.00	120,656.00	0.00	120,656.00	181,000.00

Account Type	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 145 - TORNADO GENERAL:	**0.00**	**120,656.00**	**0.00**	**120,656.00**	**181,000.00**
Fund: 148 - FEMA-COVID19					
Revenue	0.00	8,956.64	5,214.67	-3,741.97	13,435.00
Total Fund: 148 - FEMA-COVID19:	**0.00**	**8,956.64**	**5,214.67**	**-3,741.97**	**13,435.00**
Fund: 149 - FEMA - WINDS					
Revenue	0.00	43,316.00	159,665.35	116,349.35	65,000.00
Expense	0.00	5,469.20	12,858.48	-7,389.28	8,208.00
Total Fund: 149 - FEMA - WINDS:	**0.00**	**37,846.80**	**146,806.87**	**108,960.07**	**56,792.00**
Fund: 150 - LOCAL PD GRANTS					
Revenue	12,925.49	39,984.00	33,437.06	-6,546.94	60,000.00
Expense	5,814.03	39,984.00	40,998.04	-1,014.04	60,000.00
Total Fund: 150 - LOCAL PD GRANTS:	**7,111.46**	**0.00**	**-7,560.98**	**-7,560.98**	**0.00**
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	1,870.00	37,862.32	86,429.61	48,567.29	56,800.00
Expense	8,252.04	37,864.40	75,936.15	-38,071.75	56,800.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	**-6,382.04**	**-2.08**	**10,493.46**	**10,495.54**	**0.00**
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	5,878.70	72,975.44	67,975.92	-4,999.52	109,507.00
Expense	4,821.79	72,979.68	71,780.70	1,198.98	109,507.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	**1,056.91**	**-4.24**	**-3,804.78**	**-3,800.54**	**0.00**
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	316.28	2,133.28	9,064.91	6,931.63	3,200.00
Expense	1,281.58	20,559.68	37,722.63	-17,162.95	30,850.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	**-965.30**	**-18,426.40**	**-28,657.72**	**-10,231.32**	**-27,650.00**
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	501.48	1,999.92	3,587.01	1,587.09	3,000.00
Expense	0.00	11,333.28	20,063.31	-8,730.03	17,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	**501.48**	**-9,333.36**	**-16,476.30**	**-7,142.94**	**-14,000.00**
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	172.99	666.64	1,446.70	780.06	1,000.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	**172.99**	**666.64**	**1,446.70**	**780.06**	**1,000.00**
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	36.09	123.28	301.82	178.54	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	**36.09**	**123.28**	**301.82**	**178.54**	**185.00**
Fund: 170 - LIBRARY DONATION FUND					
Revenue	640.88	549,649.92	50,226.65	-499,423.27	824,475.00
Expense	4,274.25	556,493.04	19,583.52	536,909.52	834,740.00
Total Fund: 170 - LIBRARY DONATION FUND:	**-3,633.37**	**-6,843.12**	**30,643.13**	**37,486.25**	**-10,265.00**

Account Type	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	47.98	2,332.48	2,501.99	169.51	3,500.00
Expense	40.00	2,665.84	9,873.68	-7,207.84	4,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	**7.98**	**-333.36**	**-7,371.69**	**-7,038.33**	**-500.00**
Fund: 181 - #7 HUD LEAD GRANT					
Expense	24,352.37	0.00	43,320.12	-43,320.12	0.00
Total Fund: 181 - #7 HUD LEAD GRANT:	**24,352.37**	**0.00**	**43,320.12**	**-43,320.12**	**0.00**
Fund: 184 - VOUCHERS - 002, 003					
Revenue	121,906.17	832,652.40	973,583.63	140,931.23	1,248,980.00
Expense	126,617.00	855,756.00	902,904.28	-47,148.28	1,284,128.00
Total Fund: 184 - VOUCHERS - 002, 003:	**-4,710.83**	**-23,103.60**	**70,679.35**	**93,782.95**	**-35,148.00**
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	490.55	1,055,233.28	661,212.79	-394,020.49	1,582,850.00
Expense	179.00	1,055,384.32	587,679.56	467,704.76	1,583,162.00
Total Fund: 189 - #6 HUD LEAD GRANT:	**311.55**	**-151.04**	**73,533.23**	**73,684.27**	**-312.00**
Fund: 200 - GO BONDS DEBT FUND					
Revenue	22,270.63	4,749,644.16	2,304,100.04	-2,445,544.12	7,124,597.00
Expense	0.00	4,686,139.28	859,349.07	3,826,790.21	7,031,413.00
Total Fund: 200 - GO BONDS DEBT FUND:	**22,270.63**	**63,504.88**	**1,444,750.97**	**1,381,246.09**	**93,184.00**
Fund: 300 - CIP COLLECTION FUND					
Revenue	6,019.32	442,290.56	382,217.51	-60,073.05	663,436.00
Expense	20,041.32	527,006.00	308,481.31	218,524.69	790,509.00
Total Fund: 300 - CIP COLLECTION FUND:	**-14,022.00**	**-84,715.44**	**73,736.20**	**158,451.64**	**-127,073.00**
Fund: 311 - RISE STREET GRANTS					
Revenue	347,927.38	16,660.00	3,447,007.36	3,430,347.36	25,000.00
Expense	9,456.50	16,666.64	1,661,738.37	-1,645,071.73	25,000.00
Total Fund: 311 - RISE STREET GRANTS:	**338,470.88**	**-6.64**	**1,785,268.99**	**1,785,275.63**	**0.00**
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	0.00	140,999.92	2,496.43	-138,503.49	211,500.00
Expense	124,710.81	94,333.28	146,436.39	-52,103.11	141,500.00
Total Fund: 312 - AIRPORT PROJECT FUND:	**-124,710.81**	**46,666.64**	**-143,939.96**	**-190,606.60**	**70,000.00**
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	333.28	0.00	-333.28	500.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	**0.00**	**333.28**	**0.00**	**-333.28**	**500.00**
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	1,056,543.20	0.00	-1,056,543.20	1,584,815.00
Expense	0.00	1,091,693.20	1,072.60	1,090,620.60	1,637,540.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	**0.00**	**-35,150.00**	**-1,072.60**	**34,077.40**	**-52,725.00**

Account Type	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 341 - TREES FOREVER PROJECT					
Revenue	64.14	23,866.56	9,103.97	-14,762.59	35,800.00
Expense	0.00	26,666.64	13,855.04	12,811.60	40,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	**64.14**	**-2,800.08**	**-4,751.07**	**-1,950.99**	**-4,200.00**
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	29.40	133.28	245.88	112.60	200.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	**29.40**	**133.28**	**245.88**	**112.60**	**200.00**
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	7,813.19	20,330.56	65,756.77	45,426.21	30,500.00
Expense	15,749.00	192,854.08	197,790.60	-4,936.52	289,365.00
Total Fund: 355 - 2015 GO BONDS (D&D):	**-7,935.81**	**-172,523.52**	**-132,033.83**	**40,489.69**	**-258,865.00**
Fund: 361 - LIBRARY BUILDING ADDITION					
Revenue	0.00	19.92	0.00	-19.92	30.00
Expense	0.00	0.00	1,626.33	-1,626.33	0.00
Total Fund: 361 - LIBRARY BUILDING ADDITION:	**0.00**	**19.92**	**-1,626.33**	**-1,646.25**	**30.00**
Fund: 362 - 2020 GO BONDS					
Revenue	2,228.24	428,535.28	18,714.69	-409,820.59	642,803.00
Expense	1,900.04	813,701.92	5,198.30	808,503.62	1,220,553.00
Total Fund: 362 - 2020 GO BONDS:	**328.20**	**-385,166.64**	**13,516.39**	**398,683.03**	**-577,750.00**
Fund: 363 - 2021 GO BONDS					
Revenue	21,440.19	3,686,069.84	2,626,620.15	-1,059,449.69	5,529,105.00
Expense	9,108.00	7,198,896.56	3,011,806.56	4,187,090.00	10,798,365.00
Total Fund: 363 - 2021 GO BONDS:	**12,332.19**	**-3,512,826.72**	**-385,186.41**	**3,127,640.31**	**-5,269,260.00**
Fund: 364 - 2022 GO BONDS					
Revenue	27,040.99	456,469.12	389,158.00	-67,311.12	684,750.00
Expense	13,943.50	2,888,166.48	198,690.45	2,689,476.03	4,332,250.00
Total Fund: 364 - 2022 GO BONDS:	**13,097.49**	**-2,431,697.36**	**190,467.55**	**2,622,164.91**	**-3,647,500.00**
Fund: 365 - 2023 GO BONDS					
Revenue	8,409.94	7,570,666.64	9,794,307.14	2,223,640.50	11,356,000.00
Expense	0.00	7,570,533.28	51,863.00	7,518,670.28	11,356,000.00
Total Fund: 365 - 2023 GO BONDS:	**8,409.94**	**133.36**	**9,742,444.14**	**9,742,310.78**	**0.00**
Fund: 389 - AMERICAN RESCUE PLAN					
Expense	7,272.32	1,754,572.24	2,511,364.96	-756,792.72	2,632,863.00
Total Fund: 389 - AMERICAN RESCUE PLAN:	**7,272.32**	**1,754,572.24**	**2,511,364.96**	**-756,792.72**	**2,632,863.00**
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Revenue	0.00	4,666.64	0.00	-4,666.64	7,000.00
Expense	0.00	4,666.64	163,675.60	-159,008.96	7,000.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	**0.00**	**0.00**	**-163,675.60**	**-163,675.60**	**0.00**

Account Type	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	853,516.52	5,309,967.28	2,628,974.60	-2,680,992.68	7,964,951.00
Expense	285,189.58	5,309,404.08	2,628,974.60	2,680,429.48	7,964,951.00
Total Fund: 610 - WATER POLLUTION CONTROL:	**568,326.94**	**563.20**	**0.00**	**-563.20**	**0.00**
Fund: 611 - WPCP REVENUE					
Revenue	878,142.02	5,395,133.20	6,204,854.05	809,720.85	8,092,700.00
Expense	853,457.20	6,085,567.20	2,643,150.20	3,442,417.00	9,128,351.00
Total Fund: 611 - WPCP REVENUE:	**24,684.82**	**-690,434.00**	**3,561,703.85**	**4,252,137.85**	**-1,035,651.00**
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	3,527.04	16,666.64	29,496.44	12,829.80	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	**3,527.04**	**16,666.64**	**29,496.44**	**12,829.80**	**25,000.00**
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Revenue	162,746.90	3,495,033.28	4,564,222.20	1,069,188.92	5,242,550.00
Expense	121,474.77	3,495,033.20	4,470,947.91	-975,914.71	5,242,550.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	**41,272.13**	**0.08**	**93,274.29**	**93,274.21**	**0.00**
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	466,300.00	1,893,545.71	1,427,245.71	699,450.00
Expense	0.00	466,299.84	1,935,414.68	-1,469,114.84	699,450.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	**0.00**	**0.16**	**-41,868.97**	**-41,869.13**	**0.00**
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	0.00	5,666.64	13,528.65	7,862.01	8,500.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	**0.00**	**5,666.64**	**13,528.65**	**7,862.01**	**8,500.00**
Fund: 690 - TRANSIT OPERATING					
Revenue	144,527.49	672,671.12	717,520.01	44,848.89	1,009,007.00
Expense	119,181.16	795,992.96	614,731.05	181,261.91	1,194,302.00
Total Fund: 690 - TRANSIT OPERATING:	**25,346.33**	**-123,321.84**	**102,788.96**	**226,110.80**	**-185,295.00**
Fund: 740 - STORM SEWER UTILITY					
Revenue	287,266.33	907,000.00	1,101,318.97	194,318.97	1,360,500.00
Expense	56,873.63	1,011,440.96	468,532.25	542,908.71	1,517,361.00
Total Fund: 740 - STORM SEWER UTILITY:	**230,392.70**	**-104,440.96**	**632,786.72**	**737,227.68**	**-156,861.00**
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	2,510.31	1,332.80	20,993.60	19,660.80	2,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	**2,510.31**	**1,332.80**	**20,993.60**	**19,660.80**	**2,000.00**
Fund: 750 - COMPOSTING FACILITY					
Revenue	669.51	47,533.12	54,538.60	7,005.48	71,300.00
Expense	3,010.44	60,039.92	41,801.62	18,238.30	90,072.00
Total Fund: 750 - COMPOSTING FACILITY:	**-2,340.93**	**-12,506.80**	**12,736.98**	**25,243.78**	**-18,772.00**
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	22,032.00	32,000.00	50,101.05	18,101.05	48,000.00

Account Type	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	26,855.44	31,855.63	-5,000.19	40,291.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	**22,032.00**	**5,144.56**	**18,245.42**	**13,100.86**	**7,709.00**
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	18,675.85	0.00	111,785.54	111,785.54	0.00
Expense	845.72	0.00	65,274.51	-65,274.51	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	**17,830.13**	**0.00**	**46,511.03**	**46,511.03**	**0.00**
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	312,259.51	0.00	2,483,726.76	2,483,726.76	0.00
Expense	207,207.76	0.00	2,499,616.36	-2,499,616.36	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	**105,051.75**	**0.00**	**-15,889.60**	**-15,889.60**	**0.00**
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	109.57	0.00	916.47	916.47	0.00
Expense	0.00	0.00	71.00	-71.00	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	**109.57**	**0.00**	**845.47**	**845.47**	**0.00**
Fund: 913 - 911 COMMISION					
Revenue	103,509.90	0.00	740,201.52	740,201.52	0.00
Expense	151,731.91	0.00	891,908.60	-891,908.60	0.00
Total Fund: 913 - 911 COMMISION:	**-48,222.01**	**0.00**	**-151,707.08**	**-151,707.08**	**0.00**
Report Total:	**541,522.45**	**-10,395,147.44**	**17,428,555.38**	**27,823,702.82**	**-15,602,574.00**

Fund Summary

Fund	February Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-1,339,612.75	3,106.64	-1,699,165.32	-1,702,271.96	0.00
010 - CASH FLOW RESERVE FUNI	9,565.39	231,923.20	363,654.99	131,731.79	348,000.00
030 - CAPITAL RESERVE	0.00	-179.44	0.00	179.44	0.00
031 - CAPITAL RSRV-BLDG MAIN	802.37	-92,164.08	12,802.16	104,966.24	-138,275.00
032 - CIP LARGE VEHICLE/EQUIPI	-66,625.00	62,724.00	-66,625.00	-129,349.00	94,086.00
110 - ROAD USE TAX	202,872.35	-312,477.68	1,514,513.11	1,826,990.79	-468,734.00
112 - EMPLOYEE BENEFITS FUNC	27,376.92	-493,766.80	-59,175.41	434,591.39	-740,650.00
117 - POLICE/FIRE RETIREMENT	8,805.88	-124,240.16	14,980.17	139,220.33	-186,360.00
119 - EMERGENCY FUND	1,805.80	-0.16	2,830.61	2,830.77	0.00
121 - LOCAL OPTION SALES TAX	400,570.58	-510,071.76	1,767,337.99	2,277,409.75	-765,385.00
125 - TAX INCREMENT FINANCIN	14,974.22	21,384.64	413,388.81	392,004.17	32,077.00
130 - CITY TORT LIABILITY	1,458.39	666.64	-32,600.39	-33,267.03	1,000.00
132 - GRANTS-STATE/LOCAL AGE	121,643.67	170,265.84	990,051.74	819,785.90	255,477.00
133 - UNDESIGNATED FEDERAL (	-34,951.37	5,666.72	-263,312.88	-268,979.60	8,500.00
140 - PARK & REC DONATION FU	-7,930.12	-56,761.28	26,406.05	83,167.33	-85,175.00
141 - MTOWN TENNIS ASSOC	9.10	13.28	76.06	62.78	20.00
142 - SOFTBALL ASSOCIATION FU	0.00	19.12	-18,925.31	-18,944.43	0.00
144 - LIVE HEALTHY IOWA	19.76	0.48	165.24	164.76	0.00
145 - TORNADO GENERAL	0.00	-120,656.00	0.00	120,656.00	-181,000.00
148 - FEMA-COVID19	0.00	8,956.64	5,214.67	-3,741.97	13,435.00
149 - FEMA - WINDS	0.00	37,846.80	146,806.87	108,960.07	56,792.00
150 - LOCAL PD GRANTS	7,111.46	0.00	-7,560.98	-7,560.98	0.00
151 - DEPT OF JUSTICE GRANTS	-6,382.04	-2.08	10,493.46	10,495.54	0.00
152 - POLICE UNDESIGNATED GR	1,056.91	-4.24	-3,804.78	-3,800.54	0.00
153 - POLICE DEPT DONATION FU	-965.30	-18,426.40	-28,657.72	-10,231.32	-27,650.00
156 - FIRE DEPT DONATION FUN	501.48	-9,333.36	-16,476.30	-7,142.94	-14,000.00
160 - ECONOMIC DEVELOPMENT	172.99	666.64	1,446.70	780.06	1,000.00
161 - SURETY DEPOSITS/SUBDIVI	36.09	123.28	301.82	178.54	185.00
170 - LIBRARY DONATION FUND	-3,633.37	-6,843.12	30,643.13	37,486.25	-10,265.00
177 - SEIZED ASSETS (POLICE)	7.98	-333.36	-7,371.69	-7,038.33	-500.00
181 - #7 HUD LEAD GRANT	-24,352.37	0.00	-43,320.12	-43,320.12	0.00
184 - VOUCHERS - 002, 003	-4,710.83	-23,103.60	70,679.35	93,782.95	-35,148.00
189 - #6 HUD LEAD GRANT	311.55	-151.04	73,533.23	73,684.27	-312.00
200 - GO BONDS DEBT FUND	22,270.63	63,504.88	1,444,750.97	1,381,246.09	93,184.00
300 - CIP COLLECTION FUND	-14,022.00	-84,715.44	73,736.20	158,451.64	-127,073.00
311 - RISE STREET GRANTS	338,470.88	-6.64	1,785,268.99	1,785,275.63	0.00
312 - AIRPORT PROJECT FUND	-124,710.81	46,666.64	-143,939.96	-190,606.60	70,000.00
320 - SPECIAL ASSESSMENT PRO	0.00	333.28	0.00	-333.28	500.00
340 - BIKE PATH PROJECT FUND	0.00	-35,150.00	-1,072.60	34,077.40	-52,725.00
341 - TREES FOREVER PROJECT	64.14	-2,800.08	-4,751.07	-1,950.99	-4,200.00

350 - GO BONDS CAPITAL PROJE	29.40	133.28	245.88	112.60	200.00
355 - 2015 GO BONDS (D&D)	-7,935.81	-172,523.52	-132,033.83	40,489.69	-258,865.00
361 - LIBRARY BUILDING ADDITI	0.00	19.92	-1,626.33	-1,646.25	30.00
362 - 2020 GO BONDS	328.20	-385,166.64	13,516.39	398,683.03	-577,750.00
363 - 2021 GO BONDS	12,332.19	-3,512,826.72	-385,186.41	3,127,640.31	-5,269,260.00
364 - 2022 GO BONDS	13,097.49	-2,431,697.36	190,467.55	2,622,164.91	-3,647,500.00
365 - 2023 GO BONDS	8,409.94	133.36	9,742,444.14	9,742,310.78	0.00
389 - AMERICAN RESCUE PLAN	-7,272.32	-1,754,572.24	-2,511,364.96	-756,792.72	-2,632,863.00
395 - ECONOMIC DEVELOPMENT	0.00	0.00	-163,675.60	-163,675.60	0.00
610 - WATER POLLUTION CONTR	568,326.94	563.20	0.00	-563.20	0.00
611 - WPCP REVENUE	24,684.82	-690,434.00	3,561,703.85	4,252,137.85	-1,035,651.00
614 - WPCP CAPITAL IMPROVEM	3,527.04	16,666.64	29,496.44	12,829.80	25,000.00
615 - WPCP PLANT & IMPROVEM	41,272.13	0.08	93,274.29	93,274.21	0.00
616 - SANITARY SEWER REHAB P	0.00	0.16	-41,868.97	-41,869.13	0.00
617 - SANITARY SEWER NEW CO	0.00	5,666.64	13,528.65	7,862.01	8,500.00
690 - TRANSIT OPERATING	25,346.33	-123,321.84	102,788.96	226,110.80	-185,295.00
740 - STORM SEWER UTILITY	230,392.70	-104,440.96	632,786.72	737,227.68	-156,861.00
741 - 2016 GO STORM WATER PI	2,510.31	1,332.80	20,993.60	19,660.80	2,000.00
750 - COMPOSTING FACILITY	-2,340.93	-12,506.80	12,736.98	25,243.78	-18,772.00
760 - P&R CONCESSIONS ENTERI	22,032.00	5,144.56	18,245.42	13,100.86	7,709.00
881 - OCCUPATIONAL INSURANC	17,830.13	0.00	46,511.03	46,511.03	0.00
884 - GROUP HEALTH INSURANC	105,051.75	0.00	-15,889.60	-15,889.60	0.00
886 - WORKMAN'S COMP DEDU	109.57	0.00	845.47	845.47	0.00
913 - 911 COMMISION	-48,222.01	0.00	-151,707.08	-151,707.08	0.00
Report Total:	**541,522.45**	**-10,395,147.44**	**17,428,555.38**	**27,823,702.82**	**-15,602,574.00**

2024-052

RESOLUTION SETTING A PUBLIC HEARING FOR THE STATUS OF FUNDING UPDATE FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DOWNTOWN REVITALIZATION PROJECT

WHEREAS the City of Marshalltown was awarded an Iowa Economic Development Authority "IEDA" CDBG Downtown Revitalization Grant; and

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

WHEREAS, a public hearing is required to be held to provide the public with a status of funding update on the project and is proposed for April 8, 2024, at 5:30 pm; and

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

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

Section 1. The Council will meet at 5:30 pm in the council chambers in the City Hall, Marshalltown, Iowa, on the 8th day of April 2024, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the status of funding update on the Downtown Revitalization Project.

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

Passed this 25th day of March 2024 and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel T.S. Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

Joel Greer, Mayor
Vacant, 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 (*filling in for Community Development Director*)
DATE: March 25, 2024
RE: Marshalltown Downtown Revitalization – Façade Improvements (ECO 21-002)

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:
Invest in Downtown redevelopment & Reduce Blight

Recommendation:
Set a public hearing for the April 8th, 2024 City Council meeting.

Budget Impact:
Minimal publication expenses.

Description/Background:
The Downtown Revitalization project currently underway was awarded $500,000 through IEDA's CDBG funding. This funding source requires a Public Hearing when construction hits the 50% level in order to be able to continue to release reimbursement of grant funds. We are 50% of the way through construction and are recommending to proceed with the Public Hearing at the April 8, 2024 City Council Meeting.

This project stemmed from the desire to improve blight, especially following the 2018 Marshalltown Tornado and the 2020 Derecho. This construction work is limited to the front facades (and in some cases, where authorized, the side façade or the roof) of several buildings within the targeted area. The building included in this project are:

ADDRESS	Building #	Notes
13-15 S CENTER	1	Owner dropped this project; no work will proceed. (*Pentz Appliance*)
14, 16, 18 N CENTER	2	Joann Struebing – 3 Side Facades
1 W MAIN ST	3	Joann Struebing – 1 Front Facades (*currently Staging 2 Sell It*)
Dropped/not used	4	
21 W MAIN	5	Currently under city ownership.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

23 W MAIN	6	Currently under city ownership. (*formerly Mi Casa*)
25 W MAIN	7	(*Smoking G's*)
14 W MAIN	8	Melinda Uitermarkt (*Stepping Stone's*)

We continue to work through change orders during construction, but as of the last Change Order council approved, we were at the following:

Project Expenses (including all awarded construction) = $1,236,953.00
Project Revenue = $1,501,543.80

Please note there are still several change orders in the works, as well as construction on old buildings which are notorious in requiring field and additional change orders due to the age/condition of the buildings and unknown conditions.

The substantial completion date for this project is June 30, 2024. A change order to extend the project is in further discussion as a result of significant scope that was added with Change Order 2 to include new upper story windows for Buildings 2 & 3. We are waiting on material lead times, but it will likely be middle of June prior to the window delivery.

i:\public works\council items\2024\dtr project\memo_eco 21-002 dtr _ change order 2.docx

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Marshalltown will be holding a public hearing on the status of the Community Development Block Grant for the Downtown Revitalization Project at 5:30 on April 8, 2024 at Marshalltown City Hall Council Chambers at 10 West State Street. At the hearing the following information will be covered: general accomplishments, project expenditures, project beneficiaries, and project completion. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority. If you have any questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, please contact the city clerk. Persons interested in the status of funding or the progress, of the project, are welcome to attend this meeting.

Alicia Hunter
Marshalltown City Clerk

2024-053

RESOLUTION APPROVING THE APPOINTMENT OF RESERVE POLICE OFFICER DANIEL FAAS

WHEREAS, the Police Department of the City of Marshalltown continues to maintain a Police Reserve Force and desires to appoint one new officer.

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

Section 1. The Chief of Police is authorized to appoint Daniel Faas as a police reserve officer and the hiring of said officer, and allowing them to carry weapons in the line of duty, shall be considered confirmed by the City Council.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

2024-054

RESOLUTION ACCEPTING THE GRANT AGREEMENT WITH THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY GRANT, CONTRACT PERIOD OCTOBER 1, 2024 – SEPTEMBER 30, 2025

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

WHEREAS, the State of Iowa, Governor's Traffic Safety Bureau, State and Community Highway Safety, has accepted grant applications and issued agreements for the contract period of October 1, 2024 – September 30, 2025; and

WHEREAS, the City has on applied for this grant; and

WHEREAS, the Council has found it to be in the best interests of the City of Marshalltown, Iowa, to accept this grant agreement.

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

Section 1. The City of Marshalltown, Iowa authorizes and directs City staff to accept grant funding for State and Community Highway Safety activities.

Section 2. The appropriate Department Director or designated staff are authorized and directed to sign, on behalf of the City of Marshalltown, this agreement and other necessary documents to effectuate this resolution.

Section 3. The City of Marshalltown accepts the grant from the State of Iowa.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor Joel Greer, Interim City Administrator Cindy Kendall & City Council
FROM: Michael W. Tupper
DATE: 20 March 2024
RE: FFY 2024-2025 Governor's Traffic Safety Bureau LE Highway Safety Grant 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:

Address traffic safety concerns in the community

Recommendation:

Staff recommends Council approve the attached FFY 2025 Governor's Traffic Safety Bureau (GTSB) Highway Safety Grant agreement and authorize the Chief of Police to sign and submit all necessary documents to secure this funding.

Budget Impact:

The City of Marshalltown will receive $22,600.00 in funding for the aforementioned purposes. There are no match requirements.

Description/Background:

The police department has historically received GTSB funding to assist the department in purchasing traffic safety and enforcement equipment and to help offset overtime expenses during traffic enforcement operations. The police department desires to apply for $22,600.00 in grant funding to offset overtime expenses, and traffic safety equipment purchases, in support of traffic safety education and enforcement operations.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

554362 - FY 2025 GTSB Grant Marshalltown PD

Application Details

Funding Opportunity:	550540-2025 GTSB LE Highway Safety Grants
Funding Opportunity Due Date:	Mar 29, 2024 11:59 PM
Program Area:	Governor?s Traffic Safety Bureau
Status:	Submitted
Stage:	Final Application
Initial Submit Date:	Mar 13, 2024 8:59 AM
Initially Submitted By:	Dane Bowermaster
Last Submit Date:	
Last Submitted By:	

Contact Information

Primary Contact Information

First Name*:	Dane (First Name) Marcus (Middle Name) Bowermaster (Last Name)
Title:	
Email*:	dbowermaster@marshalltown-ia.gov
Address*:	1606 250th St
	State Center (City) Iowa (State/Province) 50158 (Postal Code/Zip)
Phone*:	(515) 418-3053 Ext. (Phone ###-###-####)
Fax:	###-###-####

Organization Information

Name*:	Marshalltown Police Department
Organization Type*:	City Government
DUNS:	07-585-2293 (##-###-####)
Tax Id:	
Unique Entity Identifier (UEI):	
Organization Website:	
Address*:	909 S 2nd St

	Marshalltown	Iowa	50158-
	City	State/Province	Postal Code/Zip
Phone*:	(641) 754-5725 Ext.		
	###-###-####		
Fax:	###-###-####		

Contact Information

Subrecipient Information

Subrecipient Information

Type the name of the agency exactly as it will appear in the project agreement. Do not use all caps or all lower case.
Example: Anytown Police Department

Subrecipient Name (Agency or Company)*:	Dane Bowermaster
Mailing Address*:	909 S 2nd St
City*:	Marshalltown Iowa 50158
County*:	Marshall County
Phone Number*:	641-754-5725
Fax Number:	641-752-1211
Web Site*:	https://www.marshalltown-ia.gov/775/Police-Departm

Subrecipient Designee

The person listed below will be the individual with authority to sign the project agreement and supporting documents. Type the name exactly as it will appear in the project agreement. Do not use all caps or all lower case.

Please enter the title of the subrecipient designee. Example: Director, Chief, Sheriff, Ms. Mr.

Subrecipient Designee Name*:	Dane	Bowermaster
	First Name	Last Name
Title*:	Sergeant	
E-mail Address*:	dbowermaster@marshalltown-ia.gov	

Key Personnel Information

The subrecipient hereby assigns the duties and responsibilities of the project administration to the persons listed below. Key Personnel will be listed in the agreement and given access to Iowa Grants. Type the name exactly as it will appear in the agreement. Do not use all caps or all lower case.

Please enter the title of the key personnel. Example: Officer, Deputy, Clerk, Ms. Mr.

Key Personnel Name*:	Michael	Tupper
	First Name	Last Name
Key Personnel Title*:	Chief	
Key Personnel E-mail Address*:	mtupper@marshalltown-ia.gov	
Key Personnel Phone Number*:	641-754-5771 Ext	

Additional Key Personnel Information

Does the applicant wish to add another Key Personnel?	Key Personnel Name	Key Personnel Last Name	Key Personnel Title	Key Personnel E-mail Address	Key Personnel Phone Number	Extension

No Data for Table

Payment Information

Does the applicant participate in Electronic Funds Transfer (EFT)?*: Yes

Visit EFT Form to sign up for Electronic Funds Transfer.

Did the applicant complete the EFT Form?: Mail or fax the completed form to:
Department Admin Services - State Accounting Enterprise
Attn: EFT Coordinator
Hoover State Office Building - 3rd Floor
Des Moines, IA 50319
Fax Number: (515) 281-5255
Phone Number: (515) 281-0246

Payment Information

The information entered below will be used to issue reimbursement payments and can be obtained from the subrecipient's finance department.

Issue Payment To (City/County/Sheriff's Office/Business)*: City of Marshalltown

Payment Mailing Address*: 22 N Center St

Payment City*: Marshalltown Iowa 50158

The person listed below will be the individual who will handle financial issues. Type the name exactly as it will appear in your agreement. Do not use all caps or all lower case.

Please enter the title of the financial person. Example: Auditor, Clerk, etc.

Financial Contact Name*: Alicia Adelmund
First Name Last Name

Financial Person Title*: Accounting Specialist

Finance Phone Number*: 641-754-5760

Finance E-mail*: aadelmund@marshalltown-ia.gov

State Agency Accounting String

Grantee/1st Party

FUND-DEPT-UNIT-SUB UNIT-REV-PRGM:

Grantor/2nd Party

FUND-DEPT-ORGN-SUB ORGN-OBJECT:

Agency Data and Information

EIN/Tax Identification Number

EIN/Tax Identification Number*: 42-6004934

Unique Entity ID

To view the UEI, log into SAM.gov, use the search function to find the entity, and enter both the UEI into the application. Click here for an example.

Unique Entity ID*: PL3MLMD6SSM7

Exclusion Verification

An exclusion record from SAM.gov identifies parties excluded from receiving federal financial and non-financial assistance and benefits. Exclusions are also referred to as ?suspensions? and ?debarments.?

The city clerk, county auditor, or finance person should be able to provide this information.

Click HERE for an Exclusion sample. Business name and identifying information is redacted on the sample for privacy. Please do not redact the information on the form uploaded.

If further assistance is needed, please click on the ?Help? button at the search screen and search for exclusions.

Please visit the SAM Website to obtain documentation of the exclusion and upload here.

Exclusion Verification*: SAM info.pdf

Federal Audit Response

Is a single audit required?*: No

End Date of Fiscal Year:

Please select the correct response:

Findings - The audit report contains audit findings related to the federal awards provided by the Governor's Traffic Safety Bureau. A copy of the audit report is uploaded in the Federal Clearinghouse.

No Findings - The report was conducted in accordance with Government Auditing Standards. Neither the Schedule of Findings and Questioned Costs or the Summary Schedule of Prior Audit Findings related to the Governor's Traffic Safety Bureau federal award(s). A copy of the audit report is uploaded in the Federal Clearinghouse.

Audit Required; not yet completed - A single audit is required, however, the audit is not yet completed but will be uploaded in the Federal Clearinghouse when completed.

Audit Response :

Officer Data

Full Time Officers*:	39 FT Officers Employed	$48.62 Avg. OT Rate of Pay
Part Time Officers:	0 PT Officers Employed	$0.00 Avg. OT Rate of Pay

Equipment

Patrol Vehicles*:	14 Include both marked and unmarked vehicles.
In-Car Video Cameras*:	14
Lidars*:	1
Radars*:	14
Preliminary Breath Test Devices*:	16
Speed Trailers*:	0
Speed Signs*:	0
Impaired Driving Goggles*:	20

Project Description

Traffic Data

Provide the traffic crash data in the agency jurisdiction for the previous three calendar years (January 1 - December 31).
Information should be obtained at Iowa Crash Analysis Tool. Click the following links for ICAT Instructions and ICAT Website
If data is not available for activity/year combination, enter 0.

Total Traffic Crashes *:	371 CY#1	372 CY#2	418 CY#3

Using TraCS or other internal system, provide the enforcement activity for the entire agency for the previous three Federal Fiscal years (October 1 - September 30). Include all citations and warnings for each category.

If data is not available for activity/year combination, enter 0.

Impaired Driving Contacts*:	130 FFY#1	102 FFY#2	108 FFY#3
Occupant Protection Contacts*:	49 FFY#1	33 FFY#2	63 FFY#3

Speed Contacts*:	640	351	320
	FFY #1	FFY #2	FFY #3

Provide the level of occupant protection compliance rate for the city or county for the previous three Federal Fiscal years (October 1 - September 30) using the May data.

If previously a 405d (Impaired Driving contract) or data is not available for activity/year combination, enter 0.

Occupant Protection Compliance Rate*:	95.16%	95.50%	0.00%
	FFY #1	FFY #2	FFY #3

Cost Effectiveness

Provide the total number of contacts while working GTSB overtime for each of the previous three Federal Fiscal Years. (October 1 - September 30).

If data is not available, enter 0.

Total Number of GTSB Contacts*:	356	150	361
	FFY #1	FFY #2	FFY #3

Provide the total project agreement GTSB overtime enforcement dollars expended during each of the previous three Federal Fiscal Years. (October 1 - September 30).

If data is not available, enter 0.

Total GTSB Overtime Dollars Expended*:	$9,100.00	$3,492.66	$5,365.05
	FFY #1	FFY #2	FFY #3
Cost per contact:	$25.56	$23.28	$14.86
	FFY #1	FFY #2	FFY #3

Impaired Driving

Problem identification indicates what the overall issue is to be addressed for impaired driving.

The problem identification should clearly present:
Who? - Older adults, youth, etc.
When? - Is it day, night, weekends, holidays, etc?
Where? - In school districts, on rural roads, in crosswalks, etc.
Why? - Why do these things occur, during these hours, etc.?

Describe the impaired driving issues in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding impaired driving in the area.

Problem Identification IMPAIRED DRIVING*:

As in many communities alcohol remains an issue leading to a high number of generated calls. Hit and run accidents seem to be more prevalent than ever and a large majority of these seem to involve alcohol. We see the large majority of alcohol incidents in the overnight hours. We have several large ballrooms in Marshalltown that bring popular bands from Mexico to our city on a fairly regular basis. Concert goers from these events routinely leave these events highly intoxicated.

We see alcohol consumption all over town and in all ages. It is rare that we see alcohol in schools but have a high number of marijuana vapes confiscated from students each year. This number rises year after year.

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem. i.e. What is your goal to reduce the problem?

Examples: Reduce impaired driving related crashes in our city/community by 5% from the previous year crashes during the contract year. (89 to 85)

Increase patrol presence in the entertainment district by 10% each month from the previous year. (32 hours to 35 hours)

Goals IMPAIRED DRIVING*:

OWI enforcement and officer presence is key to trying to cut down on our alcohol related offense. Our officer remain vigilant and do multiple nightly bar checks and walk through of our numerous bars on the weekends. We have a couple of bars that we do pay closer attention to as the amounts of assaults' and firearms related offenses continue to climb.

This last year we made 130 arrests for OWI, up considerably from the prior year of 102. 8 of these came specifically from GTSB OT hours. I feel that the number of OWI arrests from this year (130) is sustainable and should be the new standard going forward.

As a goal for this upcoming year I believe that we can up our OWI's by 5% to bring them up to approximately 137 for the year. This can be done by 2-3 projects specifically targeting these large concert gatherings.

Objectives indicate how the goal(s) will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Increase the impaired driving arrests by 2.0 percent from 4,966 (2014-2018 rolling average) to 5,065, based on past trends, by the end of the project

agreement year.

Provide 17 educational programs related to impaired driving to the community during the project agreement year; 10 of which will be geared towards young drivers.

Conduct 8 hours of high visibility OWI enforcement each month.

Objectives IMPAIRED DRIVING*:

As a goal for this upcoming year I believe that we can up our OWI's by 5% to bring them up to approximately 137 for the year. This can be done by 2-3 projects specifically targeting these large concert gatherings.

We will continue to post impaired driving content on social media to try and persuade people from driving while intoxicated.

Occupant Protection

Problem identification indicates what the overall issue is to be addressed for occupant protection.

The problem identification should clearly present:
Who? - Older adults, youth, etc.
When? - Is it day, night, weekends, holidays, etc?
Where? - In school districts, on rural roads, in crosswalks, etc.
Why? - Why do these things occur, during these hours, etc.?

Describe the occupant protection issues in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding occupant protection in the area.

Problem Identification OCCUPANT PROTECTION*:

Traffic safety is always a high priority. Our seatbelt use is typically very high, approximately 95-96%, when we survey traffic. Although seatbelt citations are up we still see injury/fatality accident which may have been preventable with seatbelt usage.

Although Marshalltown does not see a large number of fatality accidents, we doe see at least a couple each year, typically in areas with a higher speed limit.

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem. i.e. What is your goal to reduce the problem?

Examples: To increase the observed seat belt use of front seat occupants 4.1 percentage points from the 20XX calendar year usage rate 79.7% to 83.8% by the end of the project agreement year.

Achieve a 96% occupant protection compliance rate in the community.

Goals OCCUPANT PROTECTION*:

1 community seatbelt enforcement project in multiple heavily trafficked area in an attempt to bring up seatbelt compliance. This would be in addition to regular seatbelt enforcement on GTSB hours.

Objectives indicate how the goal(s) will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Achieve 480 contacts for occupant protection during the project agreement year.

Educate 2,000 new student drivers in the city/county on the importance of wearing a seat belt during the project agreement year.

Participate in 1 fit station event and distribute 10 car safety seats each month in our community during the project agreement year.

Objectives OCCUPANT PROTECTION*:

I would like to have 70 seatbelt contacts. This would be approximately 70% increase. Although the percentage is high, I do not feel like we do enough enforcement as it is so I feel this goal is attainable, especially with a specific seatbelt project.

Speed

Problem identification indicates what the overall issue is to be addressed for speeding.

The problem statement should clearly present:
Who? - Older adults, youth, etc.
When? - Is it day, night, weekends, holidays, etc?
Where? - In school districts, on rural roads, in crosswalks, etc.
Why? - Why do these things occur, during these hours, etc.?

Describe the speeding issues in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding speeding in the area.

Problem Identification SPEED*:

Our number one complaint is speeding. Our communications center and Chief take multiple calls a day about speeding. This issue is widespread throughout our community. We also know that speed is one of the number one factors of injury and death in traffic accidents. Speeding is reported from all areas in town at all hours of the day/night.

High visibility speed enforcement is our best tool to combat speeding and reckless driving and accidents that result from these issues.

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem. i.e. What is your goal to reduce the problem?

Examples: Reduce speed-related fatal and personal injury crashes by 22.5 percent from 284 (2014-2018 rolling average) to 220, by the end of the project agreement.

Reduce vehicle collisions resulting from speed by 3% from the previous year. (1,000 from 1,030)

Goals SPEED*:

Our department had 640 Speed contacts during the last contract. We as a department have been specifically pushing speed enforcement of the last year or so as the citizen complains continue. I believe we could raise speed contact to 800 with extra enforcement hours.

Objectives indicate how the goal(s) will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Conduct 10 pedestrian contacts monthly for vehicles failing to yield to pedestrians while working a speed project in the same area.

Initiate 250 contacts for speeding violations before and after school hours on the rural roadways near the community high school during the project agreement.

Achieve 500 speed contacts during the project agreement.

Objectives SPEED *:

We will be able to do this from upping enforcement as well as having 2 enforcement projects to target speeding in the summer/fall timeframe.

Additional Traffic Safety Issue

Does the agency have an additional traffic safety issue to be addressed? This may include pedestrian, bicycles, teen drivers, older drivers, etc.*: No

Problem identification indicates what the overall issue is to be addressed.

The problem statement should clearly present:
Who? - Older adults, youth, etc.
When? - Is it day, night, weekends, holidays, etc?
Where? - In school districts, on rural roads, in crosswalks, etc.
Why? - Why do these things occur, during these hours, etc.?

Describe the other traffic safety issue in the city or county; include geographical traffic issues, traffic flow on highways, populations, statistics regarding the other traffic issue in the area.

Problem Identification ADDITIONAL TRAFFIC ISSUE:

Goals are multiple broad statements of intent that provide planning, focus and vision addressing the problem. i.e. What is your goal to reduce the problem?

Examples: Reduce distracted driving related crashes in our city/community by 5% from the previous year crashes during the project agreement year. (90 to 85)

Increase patrol presence while pedestrians are present in the school zone by 10% each month from the previous year. (40 hours to 44 hours)

Goals ADDITIONAL TRAFFIC ISSUE:

Objectives indicate how the goal(s) will be accomplished. Objectives are SMART (Specific, Measurable, Achievable, Relevant and Time Sensitive).

Examples: Increase the texting while driving arrests by 5.0 percent from 66 (2019-2020 rolling average) to 70, based on past trends, by the end of the agreement year.

Provide 3 CarFit events during the project agreement year offering older drivers the opportunity to check how well their personal vehicles "fit".

Conduct 8 hours of high visibility enforcement each month on rural or county roads.

Objectives ADDITIONAL TRAFFIC ISSUE:

LE Budget

Personnel Services

Funding Type	Amount	Number of Overtime Hours	Total Amount Requested
Overtime for General Enforcement	$10,000.00	206.00	$10,000.00
Overtime for Impaired Driving Enforcement	$2,500.00	52.00	$2,500.00
	$12,500.00		**$12,500.00**

Equipment

Quantity of Item to be purchased	Item to be purchased	Maximum GTSB Reimbursement Amount per Item	Total Amount Requested	Other Item - Please Specify.
4	Preliminary Breath Test (PBT)	$400.00	$1,600.00	
3	Moving Radar	$2,000.00	$6,000.00	
3	In-Car Video Camera	$5,000.00	$15,000.00	
			$22,600.00	

Comments

Comments

Limited to 2000 characters or approximately 1/2 typed page:

For the 2024-2025 GTSB year I am requesting 258 hours for enforcement overtime. Our department met overtime numbers for the 2022-2023 year and expect to do the came for 2023-2024. I have requested additional hours from the previous two years because of this. Our department is slowly becoming more and more motivated about traffic safety and enforcement. We also have a lot of new/younger hires you enjoy doing traffic projects. I am excited for our future and for continued opportunities to help make Marshalltown a safer place for drivers.

I have additionally asked for the following:

Funding for 4 new PBT's. He did get a few new PBTs a few years ago but a majority of our PBTs are 10+ years old and starting to show their age.

Funding for 3 new mobile radar units. We are running several radar units that are 10-15+ years old. We again are and have been having issues with these units.

Funding for 3 new in car video units. Several of our in car systems now are getting to be 7-10 years old and we are looking to replace them. We are also switching BWCs from Watchguard to another company and will be switching out in car systems as well.

Minority Impact Statement (2020)

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique positive impact on minority persons? *: No

Describe the positive impact expected from this project.:

Detail the rationale for the existence of the proposed program or policy.:

Indicate the group(s) positively impacted.:

Could the proposed grant program or policy have a disproportionate or unique negative impact on minority persons? *: No

Describe the negative impact expected from this project.:	
Detail the rationale for the existence of the proposed program or policy. :	
Indicate the group(s) negatively impacted.:	
Explain how you provided consultation with representatives of the minority groups impacted.:	
I hereby certify the information above is complete and accurate to the best of my knowledge.*:	Yes

Sergeant	Dane	Bowermaster
Title	First Name	Last Name

An official website of the United States government Here's how you know

Scheduled Maintenance Show Details
Mar 8, 2024

Important Reps and Certs Update Show Details
Mar 1, 2024

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Exclusions

Entity Registration
Exclusions
Active Exclusions
Responsibility / Qualification
Entity Reporting

Entity Information

CITY OF MARSHALLTOWN

Active Registration

Unique Entity ID
PL3MLMD6SSM7

CAGE/NCAGE
0L2S5

Expiration Date
Sep 17, 2024

Physical Address
24 N Center ST
Marshalltown, Iowa
50158-4911, United States

Mailing Address
24 N Center Street
Marshalltown, Iowa
50158-4911, United States

Purpose of Registration
Federal Assistance Awards Only

Version

Current Record

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

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2024-055

RESOLUTION APPROVING CITY FEE SCHEDULE

WHEREAS, the City of Marshalltown has established various fees to cover the costs of issuing permits, inspections and other direct services; and

WHEREAS, the City Clerk has prepared an Exhibit of the updated fee schedule indicating the change; and

WHEREAS, these fees are authorized by law and are proposed to be established by the City of Marshalltown; and

WHEREAS, it is appropriate to review and confirm the fees.

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

Section 1. The fee change established as shown on the attached fee Exhibit is hereby approved.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

Joel Greer, Mayor
Vacant, 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: March 25, 2024
RE: Master Fee Schedule Adjustment _ Compost Material Sale Fees

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 action, but necessary to maintain operation of our compost division.

Recommendation: Adjust compost material sale prices, as shown.

Budget Impact: The proposed prices were set to cover the estimated labor and fuel associated with producing compost based on the current batch of compost that is curing.

Description/Background:
Public works staff brought results from an analysis to City Council for the cost of disposing material we accept at the Compost Facility last winter and adjustments were made to gate fees. At that time, no tracking had been done to quantify the costs for the city to produce compost. City staff began tracking those costs in October of 2022 with the current batch. While the batch is not fully ready for sale, we are far enough along that we feel relatively comfortable estimating the remaining time to screen, time to stack, fuel consumption, and estimated quantity of finished product we will have to sell. Over the 18-month period to start and finish a batch, we are estimating 132 hours of labor and about 350 gallons of diesel. We are recommending prices that correspond roughly to trucks and trailers being able to purchase compost for $20/CY; however, without hard capacity measurements of various trucks/trailers that will come to purchase material, we have standardized sale into a standard pick-up bed and scoops from our end loader.

We also wanted to provide some standard pricing for smaller quantities, but we do not want to handle change. Previously, we did not have set prices for anything less than a pick-up load. It is typical for smaller quantities to cost more per unit than larger quantities. Staff went back and forth between $1 & $2 for a 5-gallon bucket. We settled on $2, which is at or below what a resident would be able to purchase compost for from local retail stores.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

Our current compost product sale rates are:

********** **COMPOST PRODUCT SALE FEES**********

LOADING FEE = $20 (Signed liability waiver required; City staff are available by appointment only on Fridays from 10:00 am - 3:30 pm for loading assistance.)

CATEGORY	*DESCRIPTION*	*PROPOSED SALE FEE*
PICK-UP TRUCKS	UNDER 8-Ft Bed	$20
	8-Ft Bed	$30
LARGE or DUMP TRUCKS	SMALL (1 Ton Truck)	$50
	MEDIUM (Single Axle)	$90
	LARGE (Tandem Axle)	$180

We are proposing the following:

********** **COMPOST MATERIAL SALE PRICES**********

LOADING FEE = $20 (Signed liability waiver required; City staff are available by appointment only on Fridays from 10:00 am - 3:30 pm for loading assistance.)

CATEGORY	***DESCRIPTION***	***SALE PRICE***
PER CONTAINER	5-Gallon Bucket	$ 2
	Re-Usable Containers (Trash Can, Etc)	$ 10
PICK-UP TRUCKS	Truck Bed	$ 50
LARGER QUANTITIES, TRUCKS, AND TRAILERS	Per City End Loader Bucket (Scoop)	$ 60

Attached is the full 2024 Compost Rate sheet, if these sale prices are adopted.

i:\public works\council items\2024\budget discussions\memo_fund 030_031_032_fy25 discussion 24 01 29.docx

MARSHALLTOWN COMPOST FACILITY
2024 Fees

MARSHALLTOWN
MORE THAN EVER

**********DISPOSAL FEES**********

ABSOLUTELY NO DISPOSABLE PLASTIC BAGS OR TREE ROOT BALLS (STUMPS)

CATEGORY	*DESCRIPTION*	*GATE FEE*
PER CONTAINER	Paper Compost Bags (Each)	$ 1
	Re-Usable Containers (Trash Can, Etc)	$ 3
CARS/VANS/SUVS	Car, Vans or SUV	$ 6
PICK-UP TRUCKS	UNDER 8-Ft Bed	$ 15
	8-Ft Bed	$ 20
LARGE TRUCKS or DUMP TRUCKS	SMALL (1 Ton Truck)	$ 30
	MEDIUM (Single Axle)	$ 65
	LARGE (Tandem Axle)	$ 115
	SEMI-TRUCK & TRAILER	$ 200
TRAILERS	UNDER 8-Ft Length	$ 25
	8 to 10-Ft Length	$ 40
	OVER 10-Ft Long (with sides < 18")	$ 60
	OVER 10-Ft Long (with sides >/= 18")	$ 105

********** COMPOST MATERIAL SALE PRICES**********

LOADING FEE = $20 (Signed liability waiver required; City staff are available by appointment only on Fridays from 10:00 am - 3:30 pm for loading assistance.)

2024 PROPOSED CHANGES

CATEGORY	*DESCRIPTION*	*SALE PRICE*
PER CONTAINER	5-Gallon Bucket	$ 2
	Re-Usable Containers (Trash Can, Etc)	$ 10
PICK-UP TRUCKS	Truck Bed	$ 50
LARGER QUANTITIES, TRUCKS, AND TRAILERS	Per City End Loader Bucket (Scoop)	$ 60

********** UNPROCESSED **********

LOADING FEE = $20 (Signed liability waiver required; City staff are available by appointment only on Fridays from 10:00 am - 3:30 pm for loading assistance.)

Unprocessed firewood and mulch are available on a first come basis at no charge. No guarantees that product will be available. Loading fee still applies, if applicable.

********** NOTES / CLARIFICATIONS **********

1. In cases where the trailer, truck, etc is clearly less than 50% capacity / utilization, the compost attendant has discretion to reduce gate fee / sale price to a lesser category.
2. Where a customer is utilizing bags / containers and have them in a car, van, suv, truck, trailer, etc – the compost attendant can calculate gate fees / sale price both ways (categories) and charge the lesser.

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Admin	Collections	Accounts Receivable - Admin Fee - Collection		Resolution	15.00		annual		
Admin	Collections	Assessments fee general		Resolution	45.00		per property tax assessment filing for unpaid property related charges		
Admin	Collections	Income/offset filing with the state (annual fee)		Resolution	15.00		per customer account processed for offset		
Admin	Collections	Parking tickets overdue (annual fee) per ticket		Resolution	5.00		per ticket		
Admin	Collections	Returned Item Overdraft Fee (NSF)		Resolution	30.00				
Admin	FOIA	Non-routine requests		Resolution			see policy		
Admin	FOIA	Routine requests		Resolution			see policy		
Admin	Lease	Parking Spaces in City Lots - policy establishing lease	Rent	Resolution	25.00		$25 per month per space for no longer than 3 year terms		
Admin	Other	Alcohol >50% gross Sales	112.003	No Charge	-		food sales exceeding 60% gross sales allows minor in estab without parents		
Admin	Other	Animal Rescue League - Kennel and Disposition Chgs	90.052	Ordinance	-		ARL administers		
Admin	Permit	Cable Franchise Application Fee	114.002	Ordinance	100.00				
Admin	Permit	Cable Franchise Fee	114.002	Resolution	-		5% of revenue paid quarterly		
Admin	Permit	Carnivals	113.006	Resolution	100.00		$100 first day, $50 additional days		
Admin	Permit	Circuses Or menageries	113.002	Resolution	200.00		$200 per first day, $100 additional days		
Admin	Permit	Hauler - Garbage & Refuse	50.020 - 50.026	Resolution	100.00		Annual		
Admin	Permit	Hauler - Recycling	50.020 - 50.026	Resolution	25.00		Annual		
Admin	Permit	Hauler - Yard Waste	50.020 - 50.026	Resolution	15.00		Annual		
Admin	Permit	License Required to Carry on Business	110.002		-		varies -		
Admin	Permit	Liquor Licensing	State N/A	State	-		Annual - see state's schedule		
Admin	Permit	Secondhand Dealers, Itinerant Dealers, Pawnbrokers	117.004	Resolution	50.00		Annual		
Admin	Permit	Peddler or Solicitor (per person)	118.011	Resolution	10.00		Per day, per person		
Admin	Permit	Tobacco/Nicotine/Vape	State N/A	State	100.00		Annual permit issued by city		
Admin	Permit	Transient Merchant - annual	118.011	Resolution	200.00		Annual		
Admin	Permit	Transient Merchant - annual (brick & mortar operation owner)	118.011	Resolution	25.00		Annual		
Admin	Permit	Transient Merchant - 24-hr license	118.011	Resolution	50.00		Operation on private or public property		
Admin	Permit	Vicious Animal	90.050	Resolution	15.00		Annual		
Airport	Rent	Rent - Airport Lights	Rent	Resolution	420.00		Airport 6-1-2024		
Airport	Rent	Rent - Aviation	Rent	Resolution	2,164.36		Airport 6-1-2024		
Airport	Rent	Rent - Aviation Svc fee	Rent	Resolution	50.00		Airport 6-1-2024		
Airport	Rent	Fixed-Base Operation Lease & Fuel Agreement	111.004	Resolution 2021-355	-		set by Management Contract		
Airport	Rent	Airport Services	111-004	Resolution	-		set by Management Contract		
Fire	Accident	Response Fee Non-Resident		Resolution	331.61		Hazmat fee sch - min 1 hr + materials		
Fire	Accident	Response Fee Resident		Resolution	Materials		Cost of materials; over 1 hr bill 15 min increments per HAZMAT sch		
Fire	Accident	Spill pad	OTHER FEES		3.50				

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Fire	Accident	Oil dry	OTHER FEES		12.00				
Fire	Accident	Vehicle Leaking Fluid		Resolution	Materials		Cost of materials; over 1 hr bill 15 min increments per HAZMAT sch		
Fire	HazMat	HazMat-Heavy Response Apparatus with 4 Personnel		Iowa Fire Service	357.14		per hour (minimum 1 hr, billed in 15 min increments after 1st hr)	12/12/22	
Fire	HazMat	HazMat-Light Response Apparatus with 2 Personnel		Iowa Fire Service	284.63		per hour (minimum 1 hr, billed in 15 min increments after 1st hr)	12/12/22	
Fire	HazMat	HazMat-Extra Response Personnel		Iowa Fire Service	27.53		per hour (minimum 1 hr, billed in 15 min increments after 1st hr)	12/12/22	
Fire	HazMat	HazMat-Expended Materials (replacement cost including shipping)		Iowa Fire Service	cost+		actual cost, labor and shipping		
Fire	HazMat	HazMat-Equipment Repair or Cleaning (cost plus labor including shipping)		Iowa Fire Service	cost+		actual cost, labor and shipping		
Fire	HazMat	HazMat-Damaged Equipment/Property (replacement/repair cost including shipping		Iowa Fire Service	cost+		actual cost, labor and shipping		
Fire	HazMat	HazMat-Other (Contracted services, contracted equip, evacuation of people, etc.)		Iowa Fire Service	Cost		Billed as used		
Fire	IllegalBurn	Illegal Burn - 1st Offense	91.026	Resolution	110.00				
Fire	IllegalBurn	Illegal Burn - 2nd Offense	91.026	Resolution	210.00				
Fire	IllegalBurn	Illegal Burn - 3rd Offense	91.026	Resolution	310.00				
Fire	IllegalBurn	Illegal Burn - Commercial Property	91.026	Resolution	Permit fee		Shall be charged the permit fee for violations		
Fire	IllegalBurn	Illegal Burn - Late Fee (past due 30 days)		Resolution	20.00		Violations will be assessed a late fee after 30 days	10/24/22	
Fire	Admin	Administrative Warrant - Building Inspection		Resolution	350.00		Fee to obtain administrative warrant when business is non-compliant in request for building inspection.	12/12/22	
Fire	Admin	Late Fee - Permits, inspections, fire code violations		Res 2024-001	20.00		Late fee assessed after 30 days past due	01/08/23	
Fire	Annual Permit	Aerosol Products	IFC 105.6.1	Ordinance	65.00				
Fire	Annual Permit	Amusement Buildings	IFC 105.6.2	Ordinance	65.00				
Fire	Annual Permit	Assembly <50 occupants	IFC 105.6.36	ordinance	40.00				
Fire	Annual Permit	Assembly 50-100 occupants	IFC 105.6.36	Ordinance	50.00				
Fire	Annual Permit	Assembly 101-300 occupants	IFC 105.6.36	Ordinance	70.00				
Fire	Annual Permit	Assembly 301-500 occupants	IFC 105.6.36	Ordinance	90.00				
Fire	Annual Permit	Assembly 501+ occupants	IFC 105.6.36	Ordinance	110.00				
Fire	Annual Permit	Aviation Facilities	IFC 105.6.3	Ordinance	70.00				
Fire	Annual Permit	Carbon Dioxide Systems	IFC 105.6.4	Ordinance	70.00				
Fire	Annual Permit	Carnivals & Fairs	IFC 105.6.5	Ordinance	70.00				
Fire	Annual Permit	Cellulose Nitrate Film or Storage	IFC 105.6.6	Ordinance	70.00				
Fire	Annual Permit	Combustible Dust Producing Ops	IFC 105.6.7	ordinance	70.00				
Fire	Annual Permit	Combustible Fiber Storage Permit	IFC 105.6.8	Ordinance	70.00				
Fire	Annual Permit	Compressed Gases	IFC 105.6.9	Ordinance	70.00				
Fire	Annual Permit	Commercial Burn Permit	91.021	Resolution	225.00				
Fire	Annual Permit	Confined Space Response	OTHER FEES	Resolution	2,500.00		annual beginning 7/1/2011, three years		
Fire	Annual Permit	Confined Space Permit- Lennox	OTHER FEES	Resolution	2,500.00		Annual		
Fire	Annual Permit	Covered/Open Mall buildings	IFC 105.6.10	Ordinance	70.00				

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Fire	Annual Permit	Cryogenic Fluids	IFC 105.6.11	Ordinance	70.00				
Fire	Annual Permit	Cutting/Welding	IFC 105.6.12	Ordinance	70.00				
Fire	Annual Permit	Dry Cleaning	IFC 105.6.13	Ordinance	70.00				
Fire	Annual Permit	Exhibits/Trade Shows	IFC 105.6.14	Ordinance	70.00				
Fire	Annual Permit	Explosives/Fireworks	IFC 105.6.15	Ordinance	85.00				
Fire	Annual Permit	Fire Excessive Alarm (6-9)	32.003	Ordinance	65.00		First 5 free, fee per alarm		
Fire	Annual Permit	Fire Excessive Alarm (10-14)	32.003	Ordinance	90.00		First 5 free, fee per alarm		
Fire	Annual Permit	Fire Excessive Alarm (15+)	32.003	Ordinance	115.00		First 5 free, fee per alarm		
Fire	Annual Permit	Fire Hydrants/Valves	IFC 105.6.16	Ordinance	70.00				
Fire	Annual Permit	Flammable/Combustible Liquids <1000 gal	IFC 105.6.17	Ordinance	70.00				
Fire	Annual Permit	Flammable/Combustible Liquids 1001-10,000 gal	IFC 105.6.17	Ordinance	90.00				
Fire	Annual Permit	Flammable/Combustible Liquids >10,001 gal	IFC 105.6.17	Ordinance	115.00				
Fire	Annual Permit	Floor Finishing >350 sq ft using class 1/2 liquids	IFC 105.6.18	Ordinance	70.00				
Fire	Annual Permit	Fruit/Crop Ripening	IFC 105.6.19	Ordinance	70.00				
Fire	Annual Permit	Fumigation/Insecticide Fogging	IFC 105.6.20	Ordinance	70.00				
Fire	Annual Permit	Hazardous Materials	IFC 105.6.21	Ordinance	80.00				
Fire	Annual Permit	HPM Facilities-Use/Storage (Hazardous Production Materials	IFC 105.6.22	Ordinance	70.00				
Fire	Annual Permit	High-Piles Storage	IFC 105.6.23	Ordinance	70.00				
Fire	Annual Permit	Hot Work Operations	IFC 105.6.24	Ordinance	70.00				
Fire	Annual Permit	Industrial Ovens	IFC 105.6.25	Ordinance	70.00				
Fire	Annual Permit	Liquid/Gas-Fueled Equipment in Assembly	IFC 105.6.27		70.00				
Fire	Annual Permit	LP Gas/Use/Storage/Dispensing <5,000 gal	IFC 105.6.28	Ordinance	70.00				
Fire	Annual Permit	LP Gas/Use/Storage/Dispensing 5-10,000 gal	IFC 105.6.28	Ordinance	90.00				
Fire	Annual Permit	LP Gas/Use/Storage/Dispensing 10,000+ gal	IFC 105.6.28	Ordinance	115.00				
Fire	Annual Permit	Lumber yard/Woodworking Plants	IFC 105.6.26	Ordinance	70.00				
Fire	Annual Permit	Magnesium Use	IFC 105.6.29	Ordinance	70.00				
Fire	Annual Permit	Misc Combustible Storage	IFC 105.6.30	Ordinance	70.00				
Fire	Annual Permit	Motor Fuel Dispensing Facilities 1-1,000 gal	IFC 105.6.31	Ordinance	70.00				
Fire	Annual Permit	Motor Fuel Dispensing Facilities 1,001-10,000 gal	IFC 105.6.31	Ordinance	90.00				
Fire	Annual Permit	Motor Fuel Dispensing Facilities 10,001+ gal	IFC 105.6.31	Ordinance	115.00				
Fire	Annual Permit	Open Flames & Torches	IFC 105.6.33	Ordinance	70.00				
Fire	Annual Permit	Open Flames & Candles	IFC 105.6.34	Ordinance	70.00				
Fire	Annual Permit	Organic Coatings	IFC 105.6.35	Ordinance	70.00				
Fire	Annual Permit	Pyrotechniques/Special Effects	IFC 105.6.38	Ordinance	265.00				

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Fire	Annual Permit	Pyroxylin Plastics >25# storage, assembly, manufacturing	IFC 105.6.39	Ordinance	70.00				
Fire	Annual Permit	Refrigeration Equipment/Commercial	IFC 105.6.40	Ordinance	70.00				
Fire	Annual Permit	Repair Garages/Fuel Dispensing Facilities	IFC 105.6.41	Ordinance	70.00				
Fire	Annual Permit	Rooftop Heliports	IFC 105.6.42	Ordinance	70.00				
Fire	Annual Permit	Spraying and Dipping	IFC 105.6.43	Ordinance	70.00				
Fire	Annual Permit	Scrap Tire Storage	IFC105.6.44	Ordinance	70.00				
Fire	Annual Permit	Temporary Membrane/Tent Structures	IFC 105.6.45	Ordinance	70.00				
Fire	Annual Permit	Tire Rebuilding Plants	IFC 105.6.46	Ordinance	70.00				
Fire	Annual Permit	Waste Handling - wrecking & junk yards, waste handling facilities	IFC 105.6.47	Ordinance	70.00				
Fire	Annual Permit	Liquor License/Mercantile Inspection		Resolution	70.00				
Fire	PlanReview	Plan Review - Alarm System		Resolution	110.00		*does not include 3rd party reviewer charges for factory, hazardous, educational, institutional, storage occupancy		
Fire	PlanReview	Plan Review - Building		Resolution	110.00				
Fire	PlanReview	Plan Review - Sprinkler System		Resolution	110.00				
Fire	Biennial Permit	Commercial Space 1,500 or less sq/ft (initial)		Resolution	50.00			12/27/22	
Fire	Biennial Permit	Commercial Space 1,500 or less sq/ft (Reinspection)		Resolution	50.00			12/27/22	
Fire	Biennial Permit	Commercial Space 1,501-3,000 sq/ft (initial)		Resolution	100.00				
Fire	Biennial Permit	Commercial Space 1,501-3,000 sq/ft (Reinspection)		Resolution	100.00				
Fire	Biennial Permit	Commercial Space 3,001-6,000 sq/ft (initial)		Resolution	200.00				
Fire	Biennial Permit	Commercial Space 3,001-6,000 sq/ft (Reinspection)		Resolution	200.00				
Fire	Biennial Permit	Commercial Space 6,001-9,000 sq/ft (initial)		Resolution	300.00				
Fire	Biennial Permit	Commercial Space 6,001-9,000 sq/ft (Reinspection)		Resolution	300.00				
Fire	Biennial Permit	Commercial Space 9,001-12,000 sq/ft (initial)		Resolution	400.00				
Fire	Biennial Permit	Commercial Space 9,001-12,000 sq/ft (Reinspection)		Resolution	400.00				
Fire	Biennial Permit	Commercial Space 12,001-15,000 sq/ft (initial)		Resolution	500.00			12/27/22	
Fire	Biennial Permit	Commercial Space 12,001-15,000 sq/ft (Reinspection)		Resolution	500.00			12/27/22	
Fire	Biennial Permit	Commercial Space 15,001 or more sq/ft (initial)		Resolution	600.00			12/27/22	
Fire	Biennial Permit	Commercial Space 15,001 or more sq/ft (Reinspection)		Resolution	600.00			12/27/22	
Housing	Building	Backflow Prevention	153.002	Ordinance	10.00				
Housing	Building	Building Investigation Fee		Resolution	-				
Housing	Building	Building Permit	Current Schedule	Resolution	-		Intl Code Council Building Valuation Data Table & Schedule		
Housing	Building	Solar: Single-Family Residential (Solar Base: simple plan review & 2 inspection trips, admin fee)	154.058	Resolution	95.00			12/12/22	
Housing	Building	Trade Permit (Plumbing, Mechanical & Electrical) - Residential - New home construction		Resolution	125.00			12/12/22	
Housing	Building	Trade Permit (Plumbing, Mechanical & Electrical) - Residential - Alteration		Resolution	85.00			12/12/22	
Housing	Building	Trade Permit (Plumbing, Mechanical & Electrical) - Residential - Minor equipment/appliance replacement		Resolution	62.00			12/12/22	

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Housing	Building	Trade Permit (Plumbing, Mechanical & Electrical) - Commercial (inc. all uses other than single-family)		Resolution	Valuation		$50 for first $1,000 then $5 for each additional $1,000 valuation	12/12/22	
Housing	Building	Demolition Permit - Residential		Resolution	50.00		Each building		
Housing	Building	Demolition Permit - Commercial		Resolution	100.00		Each building		
Housing	Building	Plan Review Fees	151.002		Valuation		Based on 65% of building permit valuation schedule for projects with valuation over $500,000	12/12/22	
Housing	Code Enf	Certified Mail Fee		Ordinance	cost		recoup actual cost for nuisance cleanup		
Housing	Code Enf	Code Enforcement Admin Fee		Resolution	100.00		per cleanup		
Housing	Code Enf	Landfill Fee - Nuisance		Ordinance	cost		recoup actual cost for nuisance cleanup		
Housing	Code Enf	Nuisance Abatement Cleanup Fee		Ordinance	cost		recoup actual cost for nuisance cleanup		
Housing	Code Enf	Nuisance Vehicle - Impound Fee	95.009	Resolution	cost		reasonable fee for less than 14 days storage		
Housing	Code Enf	Towing Fee - Nuisance charges		Ordinance	cost		recoup actual cost for nuisance cleanup		
Housing	Code Enf	Vacant Property Code Registration		Resolution	100.00		Annual Registration		
Housing	Code Enf	Vacant Property Code Uninsured Property Fee		Resolution	3,000.00				
Housing	Lead Program	Lead hazard Control Grant Program Subordination		Resolution	100.00				
Housing	Rental	Application Fee - new rental properties (unoccupied)		Resolution	50.00				
Housing	Rental	Application Fee - new rental properties (occupied)		Resolution	500.00				
Housing	Rental	Assessment fee - rental housing	152.005	Resolution	25.00		per parcel item assessed to taxes		
Housing	Rental	Complaint - Housing Advisory Board	152.008	Resolution	-		Per instance $100 deposit		
Housing	Rental	No-Show Fee for Rental Property Inspection		Resolution	50.00		No-show or failure to provide 24-hr cancellation	02/27/23	
Housing	Rental	Rental Property Inspection - 1st Unit per Parcel	152.004	Resolution & Service Agreement	90.00		Per rental unit inspection per parcel	12/12/22	
Housing	Rental	Rental Property Inspection - 2nd Unit per Parcel	152.004	Resolution & Service Agreement	50.00		Per rental unit inspection per parcel	12/12/22	
Housing	Rental	Rental Property Inspection -3rd-15th Unit per Parcel	152.004	Resolution & Service Agreement	20.00		Per rental unit inspection per parcel	12/12/22	
Housing	Rental	Rental Property Inspection -16 Units and above per Parcel	152.004	Resolution & Service Agreement	400.00		Max fee for large complex per parcel	12/12/22	
Housing	Rental	Rental Property Registration - Annual Fee	152.004	Resolution	15.00		Per rental unit/annual fee	12/12/22	
Housing	Zoning	Annexation - Voluntary for non taxable property		Resolution	250.00				
Housing	Zoning	Final Subdivision Plat		Resolution	100 + 50/ac.				
Housing	Zoning	Home Occupation Special Use Permit		Resolution	50.00				
Housing	Zoning	Home Occupation Special Use Permit		Resolution	150.00				
Housing	Zoning	Ordinance change request		Resolution	500.00				
Housing	Zoning	Planned Unit Development Amendment (no requiring hearings)		Resolution	200.00				
Housing	Zoning	Planned Unit Development Amendment (requiring hearings)		Resolution	500.00				
Housing	Zoning	Planned Unit Development base fee		Resolution	300 + 50/ac		$300 base fee plus $50 per acre		
Housing	Zoning	Rezoning Request		Resolution	500.00				
Housing	Zoning	Severance Fee		Resolution	250.00				

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Housing	Zoning	Sidewalk Deferment Application	57.039	Resolution	250.00				
Housing	Zoning	Sign Permit		Resolution	50.00				
Housing	Zoning	Special Use Permit		Resolution	300.00				
Housing	Zoning	Subdivision Final Plat base fee		Resolution	100.00				
Housing	Zoning	Subdivision Final Plat per acre fee		Resolution	50.00				
Housing	Zoning	Subdivision Preliminary Plat Base fee		Resolution	250.00				
Housing	Zoning	Subdivision Preliminary Plat per acre fee		Resolution	50.00				
Housing	Zoning	Variance - any other building		Resolution	200.00				
Housing	Zoning	Variance - owner occupied dwelling		Resolution	150.00				
Housing	Zoning	Zoning Verification Letter (Multi-family, Commercial, Industrial, Non-SF)		Resolution	100.00				
Housing	Zoning	Zoning Verification Letter (Single Family Residential)		Resolution	25.00				
Park & Rec	Aquatic	Adult/Tot Swim (T,Th, Sat) 15-pass scan card		Resolution	40.00				
Park & Rec	Aquatic	Adult/Tot Swim (T,Th, Sat) daily		Resolution	3.00				
Park & Rec	Aquatic	Aquatic center admission - 10-tickets sheet		Resolution	45.00				
Park & Rec	Aquatic	Aquatic center admission - after 5 pm		Resolution	3.00				
Park & Rec	Aquatic	Aquatic center admission - daily		Resolution	5.00				
Park & Rec	Aquatic	Birthday Splash - 10 plus hot dog and drink		Resolution	50.00				
Park & Rec	Aquatic	Birthday Splash - 10 plus pizza and drink		Resolution	60.00				
Park & Rec	Aquatic	Birthday Splash - 10 plus small drink		Resolution	70.00				
Park & Rec	Aquatic	Doggie Dip (per dog)		Resolution	5.00				
Park & Rec	Aquatic	Rental - Entire aquatic center		Resolution	600.00				
Park & Rec	Aquatic	Season Pass - 1-person		Resolution	110.00				
Park & Rec	Aquatic	Season Pass - 2-person family		Resolution	180.00				
Park & Rec	Aquatic	Season Pass - additional family members		Resolution	30.00				
Park & Rec	Aquatic	Season Pass - nanny		Resolution	95.00				
Park & Rec	Aquatic	Splash Dance		Resolution	3.00				
Park & Rec	Aquatic	Swimming Lesson- indoor learn to swim		Resolution	45.00			02/13/23	
Park & Rec	Aquatic	Swimming Lesson- indoor preschool		Resolution	45.00			02/13/23	
Park & Rec	Aquatic	Swimming Lesson- outdoor learn to swim		Resolution	45.00			02/13/23	
Park & Rec	Aquatic	Swimming Lesson- outdoor preschool		Resolution	40.00			02/13/23	
Park & Rec	Aquatic	Water walking / lap swim - 15-pass scan card		Resolution	40.00				
Park & Rec	Aquatic	Water walking / lap swim - daily		Resolution	3.00				
Park & Rec	Campground	Camping - Electric only	93.001	Resolution	25.00		per day	02/13/23	
Park & Rec	Campground	Camping - Full Hookup	93.001	Resolution	30.00		per day	02/13/23	

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Park & Rec	Campground	Camping - no electric	93.001	Resolution	20.00		per day	02/13/23	
Park & Rec	Dog Park	Dog Park Pass-Intact Animal		Resolution	30.00		ANNUAL	02/13/23	
Park & Rec	Dog Park	Dog Park Pass-Spayed or Neutered Animal		Resolution	25.00		ANNUAL	02/13/23	
Park & Rec	Memorial	Memorial Bench		Resolution	2,000.00		Includes installation on concrete pad		
Park & Rec	Memorial	Memorial Plaque		Resolution	100.00				
Park & Rec	Memorial	Memorial Tree		Resolution	400.00				
Park & Rec	Rental	Ice Skate Rental		Res 2024-001	2.00			01/08/24	
Park & Rec	Rental	Unreturned Ice Skate Rental		Res 2024-001	50.00		Charged to credit card on file	01/08/24	
Park & Rec	Shelter	Adding Alcohol to Rental		Resolution	30.00		Daily Rate		
Park & Rec	Shelter	Shelter - Anson (seasonal)		Resolution	100.00		Daily Rate	02/13/23	
Park & Rec	Shelter	Shelter - Riverview Community Bldg		Resolution	175.00		Daily Rate	02/13/23	
Park & Rec	Shelter	Shelter - Kiwanis (seasonal)		Resolution	90.00		Daily Rate	02/13/23	
Park & Rec	Shelter	Shelter - Riverview Log Cabin (seasonal)		Resolution	50.00		Daily Rate	02/13/23	
Park & Rec	Shelter	Shelter - Riverview Reunion Hall		Resolution	150.00		Daily Rate	02/13/23	
Park & Rec	Terrace	Tree Planting- terrace		Resolution	-		None issued - moratorium		
Park & Rec	VMC	Recreational Activities, Programs, Classes			varies		Varies by session		
Park & Rec	VMC	SUMMER BLAST (day camp)			115.00		per child per week	02/13/23	
Park & Rec	VMC	Half Gym - 1 court (hourly/weekday)		Res 2020-360	25.00		Hourly/weekday		
Park & Rec	VMC	Half Gym - 1 court (all day/weekday)		Res 2020-360	300.00		Allday/weekday		
Park & Rec	VMC	Half Gym - 1 court (hourly/weekend)		Res 2020-360	50.00		Hourly/weekend		
Park & Rec	VMC	Half Gym - 1 court (hourly/weekend)		Res 2020-360	400.00		Allday/weekend		
Park & Rec	VMC	Whole Gym (hourly/weekday)		Res 2020-360	50.00		Hourly/weekday		
Park & Rec	VMC	Whole Gym (all day/weekday)		Res 2020-360	600.00		Allday/weekday		
Park & Rec	VMC	Whole Gym (hourly/weekend)		Res 2020-360	100.00		Hourly/weekend		
Park & Rec	VMC	Whole Gym (hourly/weekend)		Res 2020-360	800.00		Allday/weekend		
Park & Rec	VMC	Flex Rooms (hourly/weekday)		Res 2020-360	25.00		Hourly/weekday		
Park & Rec	VMC	Flex Rooms (all day/weekday)		Res 2020-360	300.00		Allday/weekday		
Park & Rec	VMC	Flex Rooms (hourly/weekend)		Res 2020-360	50.00		Hourly/weekend		
Park & Rec	VMC	Flex Rooms (hourly/weekend)		Res 2020-360	400.00		Allday/weekend		
Park & Rec	VMC	Multi-Room Discount (hourly/weekday)		Res 2020-360	5.00		Hourly/weekday		
Park & Rec	VMC	Multi-Room Discount (all day/weekday)		Res 2020-360	50.00		Allday/weekday		
Park & Rec	VMC	Multi-Room Discount (hourly/weekend)		Res 2020-360	5.00		Hourly/weekend		
Park & Rec	VMC	Multi-Room Discount (hourly/weekend)		Res 2020-360	50.00		Allday/weekend		
Park & Rec	VMC	Conference Room (hourly/weekday)	* Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	25.00		Hourly/weekday		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Park & Rec	VMC	Conference Room (all day/weekday)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	300.00		Allday/weekday		
Park & Rec	VMC	Conference Room(hourly/weekend)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	50.00		Hourly/weekend		
Park & Rec	VMC	Conference Room (hourly/weekend)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	400.00		Allday/weekend		
Park & Rec	VMC	Daily Drop-in Fee (Adults)		Res 2020-360	3.00		per hr		
Park & Rec	VMC	Bounce House		Res 2020-360	75.00		for 2 hours		
Park & Rec	VMC	Tournament Fee		Res 2020-360	200.00		Day		
Park & Rec	VMC	Large Event Fee (Setup, tear down, Fri setup, Sun cleanup)		Res 2020-360	600.00		per event		
Park & Rec	VMC	Deposit for all day events, large events, tournaments		Res 2020-360	500.00				
Police	Alarm	Alarm- failure to notify PD of service changes	33.024	Resolution	-				
Police	Alarm	Alarm Police - Failure to Notify PD Service Fee	33-024	Ordinance	25.00				
Police	Alarm	Alarm Police - False	33.022	Resolution	40.00		First two in calendar year are free		
Police	Alarm	Malfunctioning Alarm - Service fee to disable	33.023		-				
Police	Noise Control	Noise Permit for 24 hours or less	134.006	Ordinance	25.00		Each		
Police	Noise Control	Noise Permit for one to seven days	134.006	Ordinance	40.00		Each date		
Police	Operations	Social Host Ordinance Enforcement fee	112.040	Ordinance	cost		Officers time on investigation		
Police	Operations	X-duty Police Security Services		Resolution	80.00		per hour		
Police	Operations	Towing Admin Fee		Ordinance	50.00				
Police	Parking	Parking - impounded pursuant to 72.071			50.00				
Police	Parking	Parking Violations	72.001	Ordinance	20.00		per ticket		
Police	Parking	Parking Violations - Over 30 days	72.001	Ordinance	5.00		per ticket		
Police	Parking	Parking Ticket - multiple offenses and charges	72.001, 72-002, 72.003 - 72.999	Ordinance	varies				
Police	Parking	Skof Tow Fee	72.070 - 72.0076		50.00				
Police	Records	Copying of Public Records		Resolution	-		Actual cost for providing digital media		
Police	Records	Copying of Public Records		Resolution	0.25		per page		
Police	Records	Copying of Public Records		Resolution	1.00		per DVD/CD		
Police	Records	Fingerprinting services		Resolution	20.00		No card limit, waive fee for MCSD staff		
Police	Records	Local Criminal History		Resolution	13.00				
Public Works	Compost	Yard Waste and tree Debris Disposal - Kraft bag disposal	50.006	Resolution	1.00				
Public Works	Compost	Yard Waste and tree Debris Disposal - Resusable Container	50.006	Resolution	3.00		minimum		
Public Works	Compost	Yard Waste and tree Debris Disposal - Car/Van/SUV	50.006	Resolution	6.00				
Public Works	Compost	Yard Waste and tree Debris Disposal - Pickup Truck Under 8' bed length	50.006	Resolution	15.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Pickup Truck 8' and over bed length	50.006	Resolution	20.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Dump Truck Small (1 ton)	50.006	Resolution	30.00				
Public Works	Compost	Yard Waste and tree Debris Disposal - Dump Truck Medium (single axle)	50.006	Resolution	65.00			08/08/22	

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	Compost	Yard Waste and tree Debris Disposal - Dump Truck Large (tandem axle)	50.006	Resolution	115.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Semi-Truck & Trailer	50.006	Resolution	200.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer Under 8' long	50.006	Resolution	25.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer 8' to 10' long	50.006	Resolution	40.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer Over 10' long (with sides <18")	50.006	Resolution	60.00			08/08/22	
Public Works	Compost	Yard Waste and tree Debris Disposal - Trailer Over 10' long (with sides >/=18")	50.006	Resolution	105.00			08/08/22	
Public Works	Compost	Loading Fee - Compost or Mulch/Wood Chips	50.006	Resolution	20.00				
Public Works	Compost	Sale of Compost - 5-Gallon Bucket	50.006	Resolution	n/a	2.00		03/25/24	
Public Works	Compost	Sale of Compost - Reusable Container (Trash Can)	50.006	Resolution	n/a	10.00		03/25/24	
Public Works	Compost	Sale of Compost - Pickup Truck Bed	50.006	Resolution	n/a	50.00		03/25/24	
Public Works	Compost	Sale of Compost - Per City End Loader Bucket (Scoop)	50.006	Resolution	n/a	60.00		03/25/24	
~~Public Works~~	~~Compost~~	~~Sale of Compost - Reusable Container~~	~~50.006~~	~~Resolution~~	~~3.00~~		~~minimum~~		
~~Public Works~~	~~Compost~~	~~Sale of Compost - Pickup Truck Under 8' bed length~~	~~50.006~~	~~Resolution~~	~~20.00~~				
~~Public Works~~	~~Compost~~	~~Sale of Compost - Pickup Truck 8' bed length~~	~~50.006~~	~~Resolution~~	~~30.00~~				
~~Public Works~~	~~Compost~~	~~Sale of Compost - Dump Truck Small (1 ton)~~	~~50.006~~	~~Resolution~~	~~50.00~~				
~~Public Works~~	~~Compost~~	~~Sale of Compost - Dump Truck Medium (single axle)~~	~~50.006~~	~~Resolution~~	~~90.00~~				
~~Public Works~~	~~Compost~~	~~Sale of Compost - Dump Truck Large (tandem axle)~~	~~50.006~~	~~Resolution~~	~~180.00~~				
~~Public Works~~	~~Compost~~	~~Sale of Mulch/Wood Chips (processed) - Reusable Container~~	~~50.006~~	~~Resolution~~	~~3.00~~				
~~Public Works~~	~~Compost~~	~~Sale of Mulch/Wood Chips (processed) - Pickup Truck 8' bed length~~	~~50.006~~	~~Resolution~~	~~30.00~~				
~~Public Works~~	~~Compost~~	~~Sale of Mulch/Wood Chips (processed) - Dump Truck Small (1 ton)~~	~~50.006~~	~~Resolution~~	~~40.00~~				
~~Public Works~~	~~Compost~~	~~Sale of Mulch/Wood Chips (processed) - Dump Truck Medium (single axle)~~	~~50.006~~	~~Resolution~~	~~80.00~~				
Public Works	Compost	Unprocessed firewood & mulch available on a first come basis (loading fee applies)	50.006	Resolution	-			08/08/22	
Public Works	Compost	Access fee to compost in off season		Resolution	500.00				
Public Works	Electrical	Electrical Contractor License	154.085 - renewal 154.088	Ordinance	100.00		Annual, expires 12/31		
Public Works	Electrical	Electrical License - Apprentice	154.058	Ordinance	20.00		Annual, expires 12/31		
Public Works	Electrical	Electrical work by homeowner	154.058	Resolution	-		Annual, expires 12/31		
Public Works	Electrical	Journeyman Electric License	154.085 - renewal 154.088	Ordinance	30.00		Annual, expires 12/31		
Public Works	Electrical	Restricted Electrician	154.085 - renewal 154.088	Ordinance	70.00		Annual, expires 12/31		
Public Works	Electrical	Electrical Vehicle Charging Station - Energy Cost	N/A	Resolution	0.364		per kWh while charging w/ free parking	07/01/23	
Public Works	Electrical	Electrical Vehicle Charging Station - Parking Cost (after 1 hr grace period after charging stops)	N/A	Resolution	5.00		per hour	10/24/22	
Public Works	Electrical	Electrical Connection_13th St District Street Lights_Public Use Permit_Per Day_Per 15 Amp Duplex Receptacle	N/A	Resolution	50.00		per day, per duplex receptable location	07/24/23	
Public Works	Engineering	Construction Bond	57.023	Resolution	10,000.00				
Public Works	Engineering	Driveway Approach Inspection	72.039	Resolution	36.00		EACH	07/01/23	
Public Works	Engineering	Driveway Approach Permit	72.039	Resolution	36.00		EACH	07/01/23	

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	Engineering	Driveway Approach Re-Inspection Fee	72.039	Resolution	28.00		EACH	07/01/23	
Public Works	Engineering	Driveway Extension	72-039	Resolution	49.00		EACH	07/01/23	
Public Works	Engineering	Entrance/Curb Cut	57.016	Resolution	27.00		EACH	07/01/23	
Public Works	Engineering	Excavation Bond - Annual	57.023	Resolution	10,000.00				
Public Works	Engineering	Excavation Bond - Site Specific	57.023	Resolution	10,000.00				
Public Works	Engineering	Excavation Permit (Work within the ROW)	57.021	Resolution	23.00		EACH		
Public Works	Engineering	Excavation Permit - Longitudinal Utility (for utilities with city franchise agreements)		Resolution	25.00		Per Block (maximum block length of 450 feet)	01/23/23	
Public Works	Engineering	Excavation Permit - Longitudinal Utility (for utilities without city franchise agreements)		Resolution	100.00		Per Block (maximum block length of 450 feet)	01/23/23	
Public Works	Engineering	Failure to Obtain Permit Before Starting Work		Resolution	100.00		EACH	7/1/233	
Public Works	Engineering	Mailbox - max reimbursement for city-damaged post	59.007 - 59.008	Resolution	75.00		max reimb for replacement	07/01/23	
Public Works	Engineering	Moving Building		Resolution	50.00		Each Building		
Public Works	Engineering	Moving Building (loads exceeding vehicle weight limits)		Resolution	200.00		Each building		
Public Works	Engineering	Public Works Sale of Asphalt Millings, per ton	OTHER FEES	Resolution	5.00		per ton		
Public Works	Engineering	Sidewalk Inspection Fee (Full Sidewalk Construction)	57.042		47.00		EACH	07/01/23	
Public Works	Engineering	Sidewalk Inspection Fee (Partial Construction)	57.042		36.00		EACH	07/01/23	
Public Works	Engineering	Solid Waste Management Assessment- Commercial	51.001	Resolution	72.60		Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Agricultural with a water meter	51.001	Resolution	8.40		Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Industrial	51.001	Resolution	72.60		Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Multiple Family Residential, per family unit	51.001	Resolution	8.40		Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Single Family Residential	51.001	Resolution	8.40		Annual - billed by waterworks		
Public Works	Engineering	Solid Waste Management Assessment-Trailer Court / each lot	51.001	Resolution	8.40		Annual - billed by waterworks		
Public Works	Engineering	Street Patch Inspection			36.00		EACH	07/01/23	
Public Works	Engineering	Tunneling Permit	57.017	Resolution	36.00			07/01/23	
Public Works	Sewer	Sewer Connection Fee(New Div)	52-007	Resolution	300.00				
Public Works	Sewer	Sewer Connection Fee(WPCP)	52-004	Resolution	3,200.00				
Public Works	Sewer	Sewer Cutoff		Resolution	33.00			07/01/23	
Public Works	Sewer	Sewer Repair		Resolution	33.00			07/01/23	
Public Works	Sewer	Sanitary Sewer Connection - after 1/1/1974	52.005	Ordinance	3,200.00		Each connection		
Public Works	Sewer	Sanitary Sewer Connection - assessed	52.005	Ordinance	-		Each connection		
Public Works	Sewer	Sanitary Sewer Connection - assessed - deferred	52.005	Ordinance	3,200.00		Each connection		
Public Works	Sewer	Sanitary Sewer Connection - before 1/1/1974	52.005	Ordinance	-		Each connection		
Public Works	Sewer	Sanitary Sewer connection fee - non assessed properties	52.005		-				
Public Works	Sewer	Sanitary Sewer Connection to existing line	52.007	Ordinanc	300.00				
Public Works	Sewer	Sanitary Sewer Utility Conn-City Constructed		Ordinance	3,200.00		Each connection		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	Sewer	Sanitary Sewer Utility Conn-Developer Constructed		Ordinance	300.00		Each connection		
Public Works	Sewer	Sanitary Sewer Utility Connection	52.007	Ordinance	3,200.00		Each connection		
Public Works	Sewer	Sewer Deposit	52.006	Ordinance	40.00				
Public Works	Sewer	assessment of costs when required to make connection	52.004		-				
Public Works	Sewer	Sewer Revision			33.00		EACH	07/01/23	
Public Works	Sewer	Sewer Connection Fee(City Installed)			3,200.00		EACH		
Public Works	Sewer	Sewer Connection Fee(Subdivision Installed)			300.00		EACH		
Public Works	Sewer	Sewer Equip Chg 4" Pump (4 hour minimum)	52.074	Resolution	7.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg 6" Pump (4 hour minimum)	52.074	Resolution	13.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Air Compressor	52.074	Resolution	25.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Back Hoe	52.074	Resolution	50.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Back Hoe w/ Hammer or tamper	52.074	Resolution	65.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Concrete Saw	52.074	Resolution	45.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Dump Truck (2.5 ton)	52.074	Resolution	35.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg End loader	52.074	Resolution	65.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Hole Coring Saw	52.074	Resolution	20.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Jet Truck	52.074	Resolution	65.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Jet Vacuum truck	52.074	Resolution	90.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg One Ton Truck	52.074	Resolution	15.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Pickup Truck	52.074	Resolution	12.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Equip Chg Television truck	52.074	Resolution	90.00		Per hour. Note: All time for equipment shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Sewer Tap Charge 4" Service Lateral Connection	52.074	Resolution	200.00		(including labor, equipment & saddle)		
Public Works	Sewer	Sewer Tap Charge 6" Service Lateral Connection	52.074	Resolution	225.00		(including labor, equipment & saddle)		
Public Works	Sewer	Personnel Chgs Sewer Dept. Labor			40.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Personnel Chgs Sewer Dept. Labor Overtime			60.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer	Personnel Chgs Sewer Superintendent			55.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Storm Sewer	COSESCO Permit - per acre plus $25 additional acre or portion thereof		Resolution	150.00		PER ACRE PLUS ADDL FEE $25 PER ACRE	07/01/23	
Public Works	Storm Sewer	Major Erosion Control Permit	55.003-55.013	Resolution	-		based on parcel size 150 per acre + 25 addl acre	07/01/23	
Public Works	Storm Sewer	Minor Erosion Control Permit	55.004 - 55.013	Resolution	-		based on parcel size 150 per acre + 25 addl acre	07/01/23	
Public Works	Storm Sewer	Public Works Construction Site Erosion Sediment	55.013	Resolution	-		based on parcel size 150 per acre + 25 addl acre	07/01/23	
Public Works	Storm Sewer	Storm Sewer Revision		Resolution	33.00		Each	07/01/23	
Public Works	Storm Sewer	Storm Water Rate	53.006 - 55.013	Ordinance	4.00		per ERU (2800 aq ft)		
Public Works	Storm Sewer	Storm water runoff - detention exception fee: commercial	53.026	Ordinance	13,500.00		per acre, $.90 runoff coefficient		
Public Works	Storm Sewer	Storm water runoff - detention exception fee: industrial	53.026	Ordinance	12,000.00		per acre, $.80 runoff coefficient		

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	Storm Sewer	Storm water runoff - detention exception fee: low density and single/two family residential	53.026	Ordinance	6,000.00		per acre, $.40 runoff coefficient		
Public Works	Storm Sewer	Storm water runoff - medium-high-density and multi-family residential	53.026	Ordinance	12,000.00		per acre, $.80 runoff coefficient		
Public Works	Storm Sewer	Storm Water Utility rate - exemption and credit application fee	53.024	Resolution	100.00		100 for non residential and $50 for residential properties		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Commercial	53.026	Ordinance	13,500.00		per acre		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Industrial	53.026	Ordinance	12,000.00		per acre		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Low Density	53.026	Ordinance	6,000.00		per acre		
Public Works	Storm Sewer	SUDAS - in lieu of Detention-Medium High	53.026	Ordinance	12,000.00		per acre		
Public Works	Storm Sewer	Utility Rate - per ERU	53.006	Ordinance	4.00		per month		
Public Works	Street	Special Events Trailer (delivery/pickup)	130.003	Ordinance	150.00				
Public Works	Street	Special Events (delivery/pickup 2+ barricades at specific locations)	130.003	Ordinance	300.00				
Public Works	Street	Special Events (delivery/pickup 1 or 2 barricades)	130.003	Ordinance	75.00				
Public Works	WPCP	Annual Inspection	52.074	Resolution	65.00		per hour		
Public Works	WPCP	Copies			0.25		per policy		
Public Works	WPCP	Copies - min 15 minutes labor charge			-		per policy		
Public Works	WPCP	Digestion (Emergency)	52.074	Resolution	20.00				
Public Works	WPCP	Digestion Fee (Metals)	52.074	Resolution	10.00				
Public Works	WPCP	Hourly pH	52.074	Resolution	15.00				
Public Works	WPCP	Investigation of Accidential Discharges/Slug Discharge	52.074	Resolution	62.00		per hour		
Public Works	WPCP	Lab Analysis Alkalinity			10.00				
Public Works	WPCP	Lab Analysis Ammonia Nitrogen			15.00				
Public Works	WPCP	Lab Analysis Arsenic Furnace			19.00				
Public Works	WPCP	Lab Analysis BOD/CBOD			20.00				
Public Works	WPCP	Lab Analysis Cadmium Furnace			19.00				
Public Works	WPCP	Lab Analysis Chromium (Total) Furnace			19.00				
Public Works	WPCP	Lab Analysis COD			15.00				
Public Works	WPCP	Lab Analysis Copper Flame			12.00				
Public Works	WPCP	Lab Analysis Hach TKN			20.00				
Public Works	WPCP	Lab Analysis Lead Furnace			19.00			07/01/23	
Public Works	WPCP	Lab Analysis Molybdenum			19.00				
Public Works	WPCP	Lab Analysis Nickel Furnace			19.00			07/01/23	
Public Works	WPCP	Lab Analysis Nitrogen (Nitrate)			13.00				
Public Works	WPCP	Lab Analysis Oil & Grease			20.00				
Public Works	WPCP	Lab Analysis pH			5.00				
Public Works	WPCP	Lab Analysis Potassium			12.00				

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT	License Term / per unit charge	Revised	Notes
Public Works	WPCP	Lab Analysis Selenium			19.00				
Public Works	WPCP	Lab Analysis Settleable Solids			7.00				
Public Works	WPCP	Lab Analysis Silver Flame			12.00				
Public Works	WPCP	Lab Analysis TKN EPA Method			25.00				
Public Works	WPCP	Lab Analysis Total Phosphorus			20.00				
Public Works	WPCP	Lab Analysis Total Solids			10.00				
Public Works	WPCP	Lab Analysis Total Suspended Solids (TSS)			10.00				
Public Works	WPCP	Lab Analysis Total Volatile Solids			10.00				
Public Works	WPCP	Lab Analysis Vol. Suspended Solids			10.00				
Public Works	WPCP	Lab Analysis Volatile Acids			20.00				
Public Works	WPCP	Lab Analysis Zinc Flame			12.00				
Public Works	WPCP	Monthly Billing for Lab Analysis			10.00		per month		
Public Works	WPCP	Mudpit Facility Registration			100.00		Annual		
Public Works	WPCP	Personnel Charges - Administrative Secretary			43.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Personnel Charges - Director			70.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Personnel Charges - Lab Chemist			52.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Personnel Charges - Plant Maintenance Overtime			69.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Personnel Charges - Plant Maintenance Personnel			49.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	WPCP	Sample Handling	52.074	Resolution	20.00				
Public Works	WPCP	Sampling Equipment / per day	52.074	Resolution	40.00		per day		
Public Works	WPCP	Waste Hauler	52.046	Ordinance	50.00		Annual - per vehicle		
Public Works	WPCP	Waste Water Appeal Filing Fee	52.074		100.00				
Public Works	WPCP	Waste Water Discharger Application Fee	52.074		125.00				
Public Works	WPCP	Waste Water Discharger Permit	52.075	Ordinance	250.00		establishes fee		
Public Works	WPCP	Waste Disposal - Grease Trap - In City		Ordinance	0.135		per gallon		
Public Works	WPCP	Waste Disposal - Grease Trap - Out of City	52.051	Ordinance	0.270		per gallon		
Public Works	WPCP	Waste Disposal - Septage Waste	52.051	Ordinance	0.118		per gallon		
Public Works	WPCP	Waste Disposal - Septage Waste - meter reading fee	52.051	Ordinance	10.00				
Public Works	WPCP	Waste Disposal - Mudpit Waste - In City	52.051	Ordinance	50.00		min per vehicle plus $25 for more than 2 cu. yd.		
Public Works	WPCP	Work Order	52.074	Resolution	10.00		each		

2024-056

RESOLUTION APPROVING THE 2024 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING SERVICES

WHEREAS, the City of Marshalltown has requested to continue to utilize Bolton and Menk for consultant services for General Engineering Services; and

WHEREAS, Bolton and Menk has submitted a Professional Services Agreement on an hourly basis to assist the City in handling day-to-day general engineering items not associated with a particular project at a reduced rate up to 40 hours per month for a maximum contract amount not to exceed $44,000 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Professional Services Agreement with Bolton and Menk for General Engineering Services is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: March 19, 2024
RE: On Call Contracts with Bolton & Menk

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: Create ready/approved On Call contracts with Bolton & Menk.

Recommendation: To provide staff with professional assistance with a scope that is timely and manageable by each individual department.

Budget Impact: Each of these contracts establishes a not to exceed amount. Staff understands the use of these services will impact their operating budgets.

Description/Background:
On-call contracts with Bolton & Menk have been used in Engineer and City Administration on a very limited basis in the past. Staff in the engineering/public works, park and recreation and zoning departments have occasional need to call for professional assistance for tasks that are not included in the standard contracts for capital projects, such as Timber Creek. By approving such contracts, the City is assured that the specialty skills required can be secured at a reduced hourly rate but without the fear of a use it or lose it cost.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

2024 AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL ENGINEERING SERVICES

CITY OF MARSHALLTOWN, IOWA

This Agreement, made this ___ day of _____ 2024, by and between City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1519 Baltimore Dr., Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional General Engineering Services in conjunction with various City projects and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform General Engineering Services requested by the CLIENT as described in Section III-A of this Agreement.

B. Upon mutual agreement of the parties hereto, Additional Project Engineering Services may be authorized by separate work order as outlined in Section III – B of this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, drainage reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Heather Thomas – Public Works Director
Geoff Hubbard – Parks and Recreation Director
City of Marshalltown 24 N. Center Street Marshalltown, IA 50158 Phone: (641) 754-5701

F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.

H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. **Basic Services.** Bolton & Menk, Inc. proposes to serve the City of Marshalltown on an hourly basis. Therefore, to assist the City in handling day-to-day general engineering items not associated with a particular project it is proposed to perform these tasks at reduced rate of $90/hour for the Consultant City Engineer and other professional engineers for non-project related services up to 40 hours per month for a maximum contract amount of up to $44,000 annually.

As this applies to non-project related items, the savings is generally related to expenditures from the general fund budget of the City. In addition, there is only a one (1) hour charge to the City for attendance at City Council Meetings, if attendance is requested by the Client.

For work requested in excess of 40 hours per month, standard hourly billing rates shall apply.

B. **Project Engineering Services**. When requested by the Client, Bolton & Menk will develop, by Work Order, a scope of services and estimate of hours to complete each project phase. This information will be the basis for developing a not-to-exceed fee for projects.

Billings are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. These rates shall apply for projects for the period through December 31, 2024 and may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

Hourly rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately, upon client approval. Rates and charges do not include sales tax, if applicable.

The CLIENT will compensate the CONSULTANT in accordance with the attached schedule of fees effective through December 31, 2024 for the time spent in performance of Agreement services.

IV - GENERAL

A. **Standard of Care**. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. **Change in Project Scope**. In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. **Limitation of Liability**. CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. **Insurance.** The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of $1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of $1,000,000 and annual aggregate of $1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. **Opinions or Estimates of Construction Cost**. Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. **Construction Services**. It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. **Use of Electronic/Digital Data**. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its

system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. **Reuse of Documents**. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. **Confidentiality**. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. **Period of Agreement**. This Agreement will remain in effect until 12/31/2024 or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. **Payments**. If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. **Termination**. This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. **Contingent Fee**. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. **Non-Discrimination**. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. **Controlling Law**. This Agreement is to be governed by the law of the State of Iowa.

P. **Dispute Resolution**. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. **Survival**. All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown, Iowa	CONSULTANT: Bolton & Menk, Inc.
	Gregory Broussard
	Gregory Broussard, P.E. Principal
	3/4/2024
Date	Date

2024-057

RESOLUTION APPROVING THE 2024 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES

WHEREAS, the City of Marshalltown has requested to continue to utilize Bolton and Menk for consultant services for Geographic Information System Services; and

WHEREAS, Bolton and Menk has submitted a Professional Services Agreement on an hourly basis to assist the City in handling day-to-day items not associated with a particular project at a reduced rate up to 40 hours per month for a maximum contract amount not to exceed $44,000 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Professional Services Agreement with Bolton and Menk for Geographic Information System Services is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: March 19, 2024
RE: On Call Contracts with Bolton & Menk

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: Create ready/approved On Call contracts with Bolton & Menk.

Recommendation: To provide staff with professional assistance with a scope that is timely and manageable by each individual department.

Budget Impact: Each of these contracts establishes a not to exceed amount. Staff understands the use of these services will impact their operating budgets.

Description/Background:
On-call contracts with Bolton & Menk have been used in Engineer and City Administration on a very limited basis in the past. Staff in the engineering/public works, park and recreation and zoning departments have occasional need to call for professional assistance for tasks that are not included in the standard contracts for capital projects, such as Timber Creek. By approving such contracts, the City is assured that the specialty skills required can be secured at a reduced hourly rate but without the fear of a use it or lose it cost.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

2024 AGREEMENT FOR PROFESSIONAL SERVICES

GEOGRAPHIC INFORMATION SYSTEM (GIS)

CITY OF MARSHALLTOWN, IOWA

This Agreement, made this ___ day of _____ 2024, by and between City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1519 Baltimore Dr., Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional Geographic Information System (GIS) services in conjunction with various City projects and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform Geographic Information System (GIS) services requested by the CLIENT as described in Section III-A of this Agreement.

B. Upon mutual agreement of the parties hereto, Additional Geographic Information System (GIS) services may be authorized by separate work order as outlined in Section III – B of this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, drainage reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Heather Thomas – Public Works Director
Geoff Hubbard – Parks and Recreation Director
City of Marshalltown 24 N. Center Street Marshalltown, IA 50158 Phone: (641) 754-5701

F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.

H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. **Basic Services.** Bolton & Menk, Inc. proposes to serve the City of Marshalltown on an hourly basis. Therefore, to assist the City in handling day-to-day general GIS items not associated with a particular project it is proposed to perform these tasks at reduced rate of $90/hour for the GIS Specialist and other professional engineers for non-project related services up to 40 hours per month for a maximum contract amount of up to $44,000 annually.

As this applies to non-project related items, the savings is generally related to expenditures from the general fund budget of the City. In addition, there is only a one (1) hour charge to the City for attendance at City Council Meetings, if attendance is requested by the Client.

For work requested in excess of 40 hours per month, standard hourly billing rates shall apply.

B. **Project GIS Services**. When requested by the Client, Bolton & Menk will develop, by Work Order, a scope of services and estimate of hours to complete each project phase. This information will be the basis for developing a not-to-exceed fee for projects.

Billings are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. These rates shall apply for projects for the period through December 31, 2024 and may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

Hourly rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately, upon client approval. Rates and charges do not include sales tax, if applicable.

The CLIENT will compensate the CONSULTANT in accordance with the attached schedule of fees effective through December 31, 2024 for the time spent in performance of Agreement services.

IV - GENERAL

A. **Standard of Care**. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. **Change in Project Scope**. In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. **Limitation of Liability**. CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. **Insurance.** The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of $1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of $1,000,000 and annual aggregate of $1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. **Opinions or Estimates of Construction Cost**. Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. **Construction Services**. It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. **Use of Electronic/Digital Data**. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its

system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. **Reuse of Documents**. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. **Confidentiality**. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. **Period of Agreement**. This Agreement will remain in effect until 12/31/2024 or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. **Payments**. If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. **Termination**. This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. **Contingent Fee**. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. **Non-Discrimination**. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. **Controlling Law**. This Agreement is to be governed by the law of the State of Iowa.

P. **Dispute Resolution**. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. **Survival**. All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown, Iowa	CONSULTANT: Bolton & Menk, Inc.
	Gregory Broussard
	Gregory Broussard, P.E. Principal
Date	3/14/2024 Date

2024-058

RESOLUTION APPROVING THE 2024 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL PARK PLANNING AND DESIGN SERVICES

WHEREAS, the City of Marshalltown has requested to continue to utilize Bolton and Menk for consultant services for General Park Planning and Design Services; and

WHEREAS, Bolton and Menk has submitted a Professional Services Agreement on an hourly basis to assist the City in handling day-to-day items not associated with a particular project at a reduced rate up to 40 hours per month for a maximum contract amount not to exceed $44,000 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Professional Services Agreement with Bolton and Menk for Park Planning and Design Services is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: March 19, 2024
RE: On Call Contracts with Bolton & Menk

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: Create ready/approved On Call contracts with Bolton & Menk.

Recommendation: To provide staff with professional assistance with a scope that is timely and manageable by each individual department.

Budget Impact: Each of these contracts establishes a not to exceed amount. Staff understands the use of these services will impact their operating budgets.

Description/Background:
On-call contracts with Bolton & Menk have been used in Engineer and City Administration on a very limited basis in the past. Staff in the engineering/public works, park and recreation and zoning departments have occasional need to call for professional assistance for tasks that are not included in the standard contracts for capital projects, such as Timber Creek. By approving such contracts, the City is assured that the specialty skills required can be secured at a reduced hourly rate but without the fear of a use it or lose it cost.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

2024 AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL PARK PLANNING AND DESIGN SERVICES

CITY OF MARSHALLTOWN, IOWA

This Agreement, made this ___ day of _____ 2024, by and between City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1519 Baltimore Dr., Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional Park Planning and Design in conjunction with various City projects and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform General Park Planning and Design services requested by the CLIENT as described in Section III-A of this Agreement.

B. Upon mutual agreement of the parties hereto, Additional Park Planning and Design services may be authorized by separate work order as outlined in Section III – B of this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, drainage reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Heather Thomas – Public Works Director
Geoff Hubbard – Parks and Recreation Director
City of Marshalltown 24 N. Center Street Marshalltown, IA 50158 Phone: (641) 754-5701

F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.

H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. **Basic Services.** Bolton & Menk, Inc. proposes to serve the City of Marshalltown on an hourly basis. Therefore, to assist the City in handling day-to-day general park and recreation planning assistance not associated with a particular project it is proposed to perform these tasks at reduced rate of $90/hour for landscape architect and other professional engineers for non-project related services up to 40 hours per month for a maximum contract amount of up to $44,000 annually.

As this applies to non-project related items, the savings is generally related to expenditures from the general fund budget of the City. In addition, there is only a one (1) hour charge to the City for attendance at City Council Meetings, if attendance is requested by the Client.

For work requested in excess of 40 hours per month, standard hourly billing rates shall apply.

B. **Parks and Rec Planning/Design Services**. When requested by the Client, Bolton & Menk will develop, by Work Order, a scope of services and estimate of hours to complete each project phase. This information will be the basis for developing a not-to-exceed fee for projects.

Billings are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. These rates shall apply for projects for the period through December 31, 2024 and may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

Hourly rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately, upon client approval. Rates and charges do not include sales tax, if applicable.

The CLIENT will compensate the CONSULTANT in accordance with the attached schedule of fees effective through December 31, 2024 for the time spent in performance of Agreement services.

IV - GENERAL

A. **Standard of Care**. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. **Change in Project Scope**. In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. **Limitation of Liability**. CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. **Insurance.** The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of $1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of $1,000,000 and annual aggregate of $1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. **Opinions or Estimates of Construction Cost**. Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. **Construction Services**. It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. **Use of Electronic/Digital Data**. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its

system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. **Reuse of Documents**. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. **Confidentiality**. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. **Period of Agreement**. This Agreement will remain in effect until 12/31/2024 or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. **Payments**. If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. **Termination**. This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. **Contingent Fee**. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. **Non-Discrimination**. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. **Controlling Law**. This Agreement is to be governed by the law of the State of Iowa.

P. **Dispute Resolution**. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. **Survival**. All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown, Iowa	CONSULTANT: Bolton & Menk, Inc.
	Gregory Broussard
	Gregory Broussard, P.E. Principal
	3/14/2024
Date	Date

2024-059

RESOLUTION APPROVING THE 2024 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL COMMUNITY PLANNING SERVICES

WHEREAS, the City of Marshalltown has requested to continue to utilize Bolton and Menk for consultant services for General Community Planning Services; and

WHEREAS, Bolton and Menk has submitted a Professional Services Agreement on an hourly basis to assist the City in handling day-to-day items not associated with a particular project at a reduced rate up to 40 hours per month for a maximum contract amount not to exceed $44,000 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Professional Services Agreement with Bolton and Menk for Community Planning Services is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: March 19, 2024
RE: On Call Contracts with Bolton & Menk

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: Create ready/approved On Call contracts with Bolton & Menk.

Recommendation: To provide staff with professional assistance with a scope that is timely and manageable by each individual department.

Budget Impact: Each of these contracts establishes a not to exceed amount. Staff understands the use of these services will impact their operating budgets.

Description/Background:
On-call contracts with Bolton & Menk have been used in Engineer and City Administration on a very limited basis in the past. Staff in the engineering/public works, park and recreation and zoning departments have occasional need to call for professional assistance for tasks that are not included in the standard contracts for capital projects, such as Timber Creek. By approving such contracts, the City is assured that the specialty skills required can be secured at a reduced hourly rate but without the fear of a use it or lose it cost.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

2024 AGREEMENT FOR PROFESSIONAL SERVICES

GENERAL COMMUNITY PLANNING SERVICES

CITY OF MARSHALLTOWN, IOWA

This Agreement, made this ___ day of _____ 2024, by and between City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa 50158, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1519 Baltimore Dr., Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional Community Planning in conjunction with various City projects and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform General Community Planning services requested by the CLIENT as described in Section III-A of this Agreement.

B. Upon mutual agreement of the parties hereto, Additional Community Planning services may be authorized by separate work order as outlined in Section III – B of this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, drainage reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

Heather Thomas – Public Works Director
Geoff Hubbard – Parks and Recreation Director
City of Marshalltown 24 N. Center Street Marshalltown, IA 50158 Phone: (641) 754-5701

F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.

H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. **Basic Services.** Bolton & Menk, Inc. proposes to serve the City of Marshalltown on an hourly basis. Therefore, to assist the City in handling day-to-day community planning assistance not associated with a particular project it is proposed to perform these tasks at reduced rate of $90/hour for professional level planners for non-project related services up to 40 hours per month for a maximum contract amount of up to $44,000 annually.

As this applies to non-project related items, the savings is generally related to expenditures from the general fund budget of the City. In addition, there is only a one (1) hour charge to the City for attendance at City Council Meetings, if attendance is requested by the Client.

For work requested in excess of 40 hours per month, standard hourly billing rates shall apply.

B. **Community Planning Services** When requested by the Client, Bolton & Menk will develop, by Work Order, a scope of services and estimate of hours to complete each planning project phase. This information will be the basis for developing a not-to-exceed fee for projects.

Billings are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. These rates shall apply for projects for the period through December 31, 2024 and may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

Hourly rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately, upon client approval. Rates and charges do not include sales tax, if applicable.

The CLIENT will compensate the CONSULTANT in accordance with the attached schedule of fees effective through December 31, 2024 for the time spent in performance of Agreement services.

IV - GENERAL

A. **Standard of Care**. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. **Change in Project Scope**. In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. **Limitation of Liability**. CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. **Insurance.** The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of $1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of $1,000,000 and annual aggregate of $1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. **Opinions or Estimates of Construction Cost**. Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. **Construction Services**. It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. **Use of Electronic/Digital Data**. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its

system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. **Reuse of Documents**. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. **Confidentiality**. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. **Period of Agreement**. This Agreement will remain in effect until 12/31/2024 or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. **Payments**. If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. **Termination**. This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. **Contingent Fee**. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. **Non-Discrimination**. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. **Controlling Law**. This Agreement is to be governed by the law of the State of Iowa.

P. **Dispute Resolution**. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. **Survival**. All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshalltown, Iowa	CONSULTANT: Bolton & Menk, Inc.
	Gregory Broussard
Jessica Kinser, City Administrator	Gregory Broussard, P.E. Principal
	3/14/2024
Date	Date

2024-060

RESOLUTION APPROVING AMENDMENT TO AN AGREEMENT CONCERNING THE REMOVAL, TRANSPORTATION, AND DISPOSAL OF CITY'S SEWER SLUDGE BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND NUTRI-JECT SYSTEMS, INC.

WHEREAS, Nutri-Ject Systems, Inc and the City of Marshalltown, Iowa entered into an agreement commencing on the 1st day of March 2021 and continuing through the 1st day of March 2024; and

WHEREAS, there was provided an option to extend the agreement for a period of two (2) years beyond the termination date, at the prices set out in the agreement, if agreed upon by both parties; and

WHEREAS, both parties agree to extend the Agreement to a termination date of March 1, 2026; and

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

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

Section 1. That the agreement amendment by and between the City of Marshalltown, Iowa and Nutri-Ject Systems Inc. for providing removal, transportation and disposal of City sludge as described in the Agreement attached hereto is fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of the City of Marshalltown.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

Joel Greer, Mayor
Vacant, 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: March 25, 2024
RE: WPC Biosolids Application Contract Amendment

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; however, biosolid disposal is a necessary part of the city providing wastewater treatment services.

Recommendation: Approve Contract Amendment with Nutri-Ject Systems, Inc.

Budget Impact:
WPC annually budgets sufficient funds to pay for the removal, transportation and disposal of City sludge.

Description/Background:
The City of Marshalltown solicited bids for the removal, transportation and disposal of sludge from our wastewater treatment facility in 2021 with a contract end date of March 1, 2024. Nutri-Ject was the low bid at that time of two bids received. The contract had a provision to allow the contract agreement to be extended for a period of 2 years, if agreed to by both parties.

Nutri-Ject has agreed to honor the original contract prices for the next two years with the following unit prices:

$0.01580 / gallon to apply sludge to the WPC farm adjacent to WPC by umbilical cord
$0.02400 / gallon to haul a maximum of 8 miles & apply sludge by field applicator
$0.02622 / gallon to haul a maximum of 8 miles & apply sludge by umbilical cord

City staff recommend extending Nutri-Ject's contract to lock in and maintain the rates for biosolids disposal/application.

The city disposes, through land application, between 6 & 7 million gallons of biosolids each year. The Spring application is on the WPC farm adjacent to WPC. The Fall application is through various fields north of town where farmers have allowed us to land apply after they have harvested their crops.

i:\public works\council items\2024\wpc biosolids application\memo_biosolids amend_24 03 25.docx

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

AMENDMENT TO AN AGREEMENT CONCERNING THE REMOVAL, TRANSPORTATION, AND DISPOSAL OF CITY'S SEWAGE SLUDGE

This AMENDMENT TO THE ORIGINAL AGREEMENT dated March 1 2021, is hereby made and entered into this _____ day of March, 2024, by and between Nutri-Ject Systems, Inc (hereinafter referred to as "Contractor") and the City of Marshalltown, Iowa (hereinafter referred to as "City"),

W I T N E S S E T H :

WHEREAS, the City and the Contractor entered into an agreement commencing on the 1st day of March 2021 and continuing through the 1st day of March 2024; and

WHEREAS, there was provided an option to extend the agreement for a period of two (2) years beyond the termination date, at the prices set out in the agreement, if agreed upon by both parties; and

WHEREAS, both parties agree to extend the Agreement to a termination date of March 1, 2026; and

NOW, THEREFORE, IT IS AGREED, as follows:

Section A2 of the agreement shall be repealed and replaced by the following:

2. Duration of Agreement: This agreement shall commence on the 1st day of March, 2021, and shall continue through March 1, 2026, unless terminated sooner as provided herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment to the Agreement effective as of _____, 2024.

NUTRI-JECT SYSTEMS, INC.	CITY OF MARSHALLTOWN, IOWA
By: R. Scott Wienands *(signature)*	By: _____ *(signature)*
R. Scott Wienands Pres. *(Printed Name and Title)*	_____ *(Joel T.S. Greer, Mayor)*
Attest: Jennifer Barnes *(signature)*	Attest: _____ *(signature)*
Jennifer Barnes *(Printed Name and Title)*	_____ *(Alicia Hunter, City Clerk)*
Date: 03-08-2024	Date: _____

AGREEMENT

This agreement made and entered into this 1st day of March, 2021, by and between the City of Marshalltown, Iowa, a municipal corporation (hereinafter referred to as "City") and Nutri-Ject Systems, Inc., a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Iowa, (hereinafter referred to as "Contractor"),

WITNESSETH:
That for and in considerations set forth herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

A. GENERAL PROVISIONS

1. Purpose: The purpose of this agreement is to provide for the removal, transportation and disposal of City's sewage sludge by Contractor on an "as needed" basis. City will provide the sludge in the form and quantities hereinafter specified. Contractor will remove the sludge from the City's Water Pollution Control Plant facility, transport and dispose of it as is hereinafter set forth. All responsibility for said sludge, after removal from the Water Pollution Control Plant, will be the sole obligation of Contractor and City assumes no responsibility for same, except as provided for in this agreement and as provided by law.

2. Duration of agreement: This agreement shall commence on the 1st day of March, 2021, and shall continue through March 1, 2024, unless terminated sooner as provided herein. This agreement may be extended for a period of two (2) years beyond the termination date stated above, at the price set out herein, if agreed upon by both parties.

3. Consideration by City: City shall pay Contractor at the end of each land application period at the following rate:

   a) City Farm by Umbilical Cord (South of Plant-175 Acres) $0.0158/gal.

   b) Farms North of Marshalltown (up to 8 Miles)

      Injected by Field Applicator $0.024/gal.

      Injected by Umbilical Cord $0.02622/gal.

Other locations shall be negotiated if over the 8 mile distance, if it requires additional driving or unloading times. Like wise if the Contractor finds a location closer to the Water Pollution Control Plant that would take less time and save the Contractor money, a different rate can be negotiated to share in the savings.

If for any reason the two parties cannot come to an agreement on a settlement for failure to meet the April 27th or May 10th deadlines, the issue will be settled by arbitration as outlined in section D(1).

B. RESPONSIBILITY OF CITY

1. City duties. City shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees and facilities to carry out the intent of this agreement.

2. City will provide stabilized sludge from the anaerobic digestion of organic solids at its Water Pollution Control Plant in the quantities and quality set forth below for land application.

   a) Approximately 5 to 8 million gallons per year.

   b) Sludge that meets the Pathogen and Vector Attraction Reduction requirements of the State and EPA rules.

3. City shall develop and manage a sludge plan.

4. City shall provide Contractor access to the solids loading facility on a 24- hour daily basis. The loading facility shall be provided and maintained by City and shall consist of a building, two overhead doors, door openers, pump, piping, flow meter, plant roadway and related appurtenances.

5. City shall keep and maintain a semi tractor trailer loading facility with the capacity of approximately 1500 gallons/minute. The City shall also maintain a transfer pump at #5 holding tank capable of transferring 500 gallons/minute of sludge from the #5 holding tank to the #4 storage tank.

6. City shall keep and maintain its sludge management plan and shall timely seek and obtain such additional permits and licenses in the future as may be required to maintain said plan. Contractor shall cooperate with City in obtaining said permits and licenses upon request by City but any expense in obtaining same shall be City's sole obligation.

7. City shall be responsible for all lab testing required to operate under the State and EPA rules.

8. City shall be responsible for providing the Contractor with the agronomic loading rate for the sludge to be applied, as well as any other information the Contractor may be required to have to meet State and EPA rules.

C. RESPONSIBILITY OF CONTRACTOR

1. Contractor's duties: Contractor shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment and facilities to carry out the

Contractor's equipment. Disabled equipment shall be removed from City's property in a timely manner.

10. Contractor shall designate an administrator of this agreement as well as providing an up-to-date address and telephone number.

11. The following land application periods are anticipated and the Contractor shall make himself available at these times, weather permitting:

    a) March 25th of each year
    b) October - November of each year

    In the event adverse weather conditions make impossible or disrupts application, the Contractor shall be available to commence or continue application as soon as weather conditions permit.

12. The landowner and operator shall always have the authority over the use of the property and the Contractor shall always work with the said owner or operator to insure proper application and good public relations.

13. Contractor shall provide at least one subsurface injection application spreader with at least 3,000 gallons of capacity or an umbilical cord system for each application. The application method shall be determined by the City and the land owner/operator.

D. OTHER PROVISIONS

1. Arbitration. In the event a dispute arises between the parties as to the meaning or intent of any portions of this agreement, the parties shall promptly meet and attempt to settle same. If they are unable to settle the matter, they shall promptly submit same to an arbitration proceeding. The arbitration shall be as follows:

   The City and Contractor shall each pick one arbitrator and the arbitrators so selected shall pick a third arbitrator. The parties shall then submit the matter to the three arbitrators who shall then settle the dispute by a simple majority vote. Each party shall be responsible for payment of its own arbitrator and shall each pay one-half the cost of the third arbitrator and of any expenses incurred in the arbitration procedures.

2. Insurance. Contractor shall obtain and carry throughout the term of this agreement, insurance with a reputable company, acceptable to the City and admitted to do business with the State of Iowa with the following minimum limits:

    a) Workman compensation - as provided by Iowa law.
    b) Motor vehicle insurance with not less that $250,000/$500,000 liability limits.
    c) Catastrophic liability umbrella in the amount of $1,000,000 and property damage of not less than $500,000/$500,000. The City will be named as an insured party and a copy of this coverage shall be deposited with the City

Pollution Control Plant facility to the extent of exceeding City's storage capacities or the City or Contractor is ordered to cease its operations in sludge disposal by any Federal or State agency, commission, board or Court, in which event this agreement shall be totally null and void.

8. Destruction of premises. In the event of total or partial destruction of City's Water Pollution Control Plant facility by fire, windstorm, or other casualty, making it impossible for City to perform hereunder, the provisions of this agreement shall terminate until such time as City restores said premises and is able to perform.

9. A pre start-up conference shall be held before each application to discuss the farm site, application requirement, Plant valving and pumping, and other items of importance.

10. Any written notice shall be given by either party by service as provided in the Iowa Rules of Civil Procedure or by certified mail, addressed to said party, with sufficient postage and addressed as follows:

CITY:

City Clerk
Municipal Building
24 North Center Street
Marshalltown, Iowa 50158

CONTRACTOR:

Nutri-Ject Systems, Inc
PO Box 398
Hudson, IA 50643

CITY OF MARSHALLTOWN, IOWA:

BY: Joel Greer
Joel T.S. Greer, Mayor

ATTEST: Alicia Hunter
Alicia Hunter, City Clerk

CONTRACTOR:

BY: R. Scott Wierenga

BY: Duane Rykhoek

2024-061

RESOLUTION APPROVING A FUNDING AGREEMENT FOR A CITY HIGHWAY BRIDGE PROGRAM PROJECT (HBP) WITH IOWA DEPARTMENT OF TRANSPORTATION FOR BHM-4797(629)--8K-64 ON FHWA BRIDGE #035410, THE SOUTH CENTER STREET OVER RAILROAD AND MADISON STREET PROJECT, #STR21-002

WHEREAS, the City of Marshalltown, Iowa submitted an application for the City Highway Bridge Program (HBP); and

WHEREAS, Iowa DOT has designated the project as BHM-4797(629)--8K-64; and

WHEREAS, Iowa DOT has accepted the City's Center Street Viaduct project in their HBP program in the amount, not to exceed $1,500,000; and

WHEREAS, the city agrees to the requirements of the Funding Agreement, including local match requirements; and

WHEREAS, the city agrees to obligate the project within 3 years of the date this agreement is signed by the Iowa Department of Transportation.

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

Section 1. The City of Marshalltown, Iowa, authorizes and directs staff to sign on behalf of the City of Marshalltown, the HBP Funding Agreement, which commits the City to follow certain conditions, as shown in the agreement.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

Joel Greer, Mayor
Vacant, 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: March 25th, 2024
RE: Approve Iowa DOT Funding Agreement for Center Street Viaduct (STR 21-002)

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 and fund improvements to the City's infrastructure and buildings.

Recommendation:
Accept funding agreement.

Budget Impact:
This funding agreement is for $1.5 M in grant funds. With this acceptance, the secured project revenue stands at $4,071,400.00 with a current expense estimate of $4,181,400.00 (which includes $276k in contingency). Anticipated letting is October 2024. Additional funding could be allocated through:

- Interest we will accrue in Fund 363, 2021 GO Bond that has not yet been allocated.
- Street Improvement Plan Funds (363 GO Bond - 2021, 364 GO Bond - 2022, or 365 GO Bond - 2023)
- Cash on hand in Fund 110, Road Use Tax

City staff recommend waiting until the bid process to allocate which additional funding source should be used (if any) so we have a better understanding of construction costs.

Description/Background:

The city's Center Street Viaduct was evaluated in 2020 and 2021 to determine the best options for repair. This resulted in a multi-phase project with the first phase including the following items:

i. Replace roller bearings / finger expansion joints
ii. Repaint beam in replacement area
iii. Partial overlay of bridge deck over north abutment
iv. Replace deck drains
v. Repaint Pedestrian Railing
vi. Repair north vaulted abutment (gun club area)
vii. Repair south abutment slab

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

During design, costs of these improvement continued to increase substantially. They are now basically double what Stanley initially estimated in 2021. As a better handle on what costs would be in the December 2022 / early 2023 timeframe became more evident, several discussion and items were brought forth to Council for further direction, which resulted in the City applying for this funding opportunity which would provide for $1.5 M in grant funds towards construction. Additional information can be found in past council meetings of:

December 27, 2022
January 23, 2023
February 13, 2023
February 27, 2023
January 8, 2024

We applied and were offered this funding. Accepting the agreement commits the City to follow the requirements of the City Highway Bridge Program Project Funds, as administered by Iowa DOT. A few bullet points from the agreement:

- This is federal money, meaning we need to meet documentation/project inspection of Federally Funded projects.
- Maximum award of $1.5 Million, as a reimbursement. 5% retainage will be held until close-out.
- City agrees to let the project within 3 years from date of this agreement (prior to approximately March 2027)
- Letting will be an Iowa DOT Letting.

If accepted, we will work with our consultants to amend their engineering agreement to accommodate these federal funding requirements. This would require to be an Iowa DOT bid letting, which we are targeting in the October / November 2024 timeframe. Construction would be dependent on lead time of the materials – but likely starting mid to late 2025.

Local Systems Bureau | 800 Lincoln Way I Ames, IA 50010
Phone: 515.450.4103 I Email: Eryn.Stone@iowadot.us

March 8, 2024

City of Marshalltown
Heather Thomas,Public Works Director
24 N Center Street
Marshalltown, IA 50158

Ref: City of Marshalltown - FFY 2025 City Bridge Program Award Notice
BHM-4797(629)--8K-64
So Center St over Rr And Madison St
FHWA Structure No. 035410
Agreement No. 1-24-HBP-007

Heather Thomas:

Based on the acceptance notice by the City of Marshalltown, I am pleased to confirm that the above referenced bridge has been selected for Federal funding through the City Bridge Program, pending the acceptance of an Iowa DOT Federal Funding Agreement for a City Highway Bridge Program (HBP) Project.

The City HBP is administered on a reimbursement basis. This means all project costs must be paid up-front and then reimbursement is requested from the Iowa DOT for eligible project construction costs. Reimbursement for this project will be limited to 100% of the eligible bridge replacement or rehabilitation construction costs, or a maximum of $1,500,000 dollars, whichever is less. You can find additional information in our Highway Bridge Programs for Cities and Counties I.M. No. 1.100 online at https://www.iowadot.gov/local_systems/publications/im/1100.pdf. If you have further questions about this program or eligible project costs, please contact me.

If you have not already done so, please contact the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) and request that this project be included in their Transportation Improvement Program (TIP) and the Statewide Transportation Improvement Program (STIP) for an upcoming Federal Fiscal Year that begins on October 1. Please see https://iowadot.gov/systems_planning/district-transportation-planners-area-of-responsibility for contact information by selecting the area on the map where you City resides. For further assistance, you may also contact the Iowa DOT District Planner for your area, Shelby Ebel. they are also copied on this email.

Attached to this e-mail is an unsigned project agreement. Please review the agreement and exhibit to verify if it follows the intent of the project, particularly the administering agency contact information and funding. If acceptable, obtain the necessary signatures and send a scanned copy of the signed agreement to me at eryn.stone@iowadot.us for full execution. **This funding agreement must be signed by the City within 90 days of the date of this email.**

After the agreement is signed by the Iowa DOT, you will work with Jen Bates, P.E., Project Development Engineer, Joe Albright, Project Development Technician, and Arielle Munch, Project Development Technician during future project development activities. **This project must proceed to an Iowa DOT letting within 3 years**

of the Iowa DOT signing of the agreement. After the project letting, you will work with the Central Region Field Engineer, Brian Catus, P.E., regarding construction and reimbursement activities. Both Jen and the Region Field Engineer are copied on this e-mail.

Guidance for Federal funded project development activities is contained in the Iowa DOT Local Systems Instructional Memorandums, available at: https://iowadot.gov/local_systems/publications/im/imtoc.pdf.

Thank-you in advance for a timely response. If you have any questions about this program or the offered funding, please let me know.

Respectfully,

Eryn M. Stone, P. E.
Urban Engineer
Office of Local Systems
Eryn.Stone@iowadot.us

cc: Jenifer Bates, P.E., Local Systems Project Development Engineer
Brian Catus, P.E., Central Region - Local Systems Field Engineer
Shelby Ebel, District Planner
Paul Geilenfeldt, P.E., Marshall County Engineer
Marty Wymore, Region 6 Resource Partners

Attachment

July 2022

IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a City Highway Bridge Program Project

RECIPIENT: City of Marshalltown

Project No: BHM-4797(629)--8K-64

Iowa DOT Agreement No: 1-24-HBP-007

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Marshalltown, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the City Bridge Program. In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide City Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT currently and previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
Federal	1-24-HBP-007	BHM-4797(629)--8K-64	This agreement

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Central Region Local Systems Field Engineer, Brian Catus, P.E. The RECIPIENT's contact person shall be the Public Works Director, Heather Thomas.

3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:

   A. FHWA Structure Number: 035410

   B. Location: So Center St over Rr And Madison St

   C. Preliminary Estimated Total Eligible Construction Costs: $3,500,000.00

4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a “touchdown point” determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.

5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.

6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or $1,500,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.

7. The RECIPIENT shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.

8. The RECIPIENT shall pay for all project costs not reimbursed with City Bridge Program funds.

9. The RECIPIENT shall let the project for bids through the DEPARTMENT.

10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.

12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.

13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.

14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: City of Marshalltown
By_____ Date_____, _____

Title_____

I,_____, certify that I am the Clerk of the City, and that_____,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the _____ day of _____, _____.

Signed_____ Date_____, _____
City Clerk of Marshalltown, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____ Date _____, _____
Eryn M, Stone, P.E.
Urban Engineer
Local Systems Bureau

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.

c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.

d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.

e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending $750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.

f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.

g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

   i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

   ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), 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 the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.

b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.

c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.

d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed $100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities.

a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.

b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way and I.M. 3.680, Federal-aid Projects Involving Railroads.

c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.

b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:

i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.

iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process- Federal-aid.

d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.

e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.

f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: http://www.iowadot.gov/erl/current/IM/navigation/nav.htm.

d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.

e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

f. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:

   i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

   ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.

b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.

d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.

e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

2024-062

RESOLUTION ACCEPTING AND AWARDING THE BID FOR GRINDING AND DISPOSING OF WOOD MATERIAL AT THE CITY'S COMPOST FACILITY TO HANDELAND GRINDING IN THE TOTAL AMOUNT OF NOT TO EXCEED $58,000

WHEREAS, the City of Marshalltown solicited bids from qualified contractors to provide chipping, loading, transportation, and disposing of wood material from the City's compost facility; and

WHEREAS, Handeland Grinding submitted the lowest unit prices per cubic yard with a tabulation of submitted bids as follow; and

TABULATION OF BIDS
GRINDING AND DISPOSING OF WOOD MATERIAL AT CITY'S COMPOST FACILITY
BID OPENING: MARCH 19TH, 2024 @ 10:00 AM
Marshalltown, Iowa

			Engineer's Estimate	Handeland Grinding Radcliffe, IA	Billy Thorp Jefferson, IA
Item	**Notes**	**Unit**	**Unit Price**	**Unit Price**	**Unit Price**
Grind Wood Debris	*(does not include loading, transporting, & disposing)*	Cubic Yard	$4.75	$1.94	$4.50
Loading, Transporting, and Disposing Wood Chips	*(does not include grinding)*	Cubic Yard	$3.00	$1.63	$4.00

WHEREAS, after consideration of all bids filed, it was determined by the Council that the bid of Handeland Grinding is the best and lowest responsible bid as is herein outlined.

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

Section 1. That the unit price bids from Handeland Grinding are hereby accepted for a contract in the amount of not to exceed $58,000.

Section 2. That the Mayor and City Clerk are hereby authorized to approve and execute the contracts on behalf of the City of Marshalltown, Iowa.

Passed this 25th day of March, 2024, and signed this _____ day of March, 2024.

CITY OF MARSHALLTOWN, IOWA

_____
Joel Greer, Mayor

ATTEST:

_____
Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

Joel Greer, Mayor
Vacant, 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: March 25, 2024
RE: Award Contract for Grinding and Disposing of Wood Material at City's Compost Facility

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 action, but necessary to maintain operation of our compost division.

Recommendation: Award Handeland Grinding a contract for grinding and disposing of wood material in the total amount of not to exceed (NTE) $58,000 based on the submitted unit prices.

Budget Impact: NTE $58,000. This amount is budgeted in Fund 750, Compost.

Description/Background:
The City of Marshalltown requested sealed bids from qualified contractors to provide chipping, loading, transporting, and disposing of wood material from the City's compost facility. We estimate that we have the following material currently at the compost facility:

Material	Estimated Quantity On-Site
Brush & Small Log Pile	15,730 CY
Large Log Pile	55 CY
Wood Chip / Mulch Pile	1,050 CY

We received two bids (see attached bid tabulation). **Handeland Grinding submitted unit prices of $1.94/CY for grinding and $1.63/CY for disposing**, which were under the Engineer's estimate. We estimate that we have more material on site than what we have budget to have ground/removed. City staff will work with Handeland Grinding to prioritize which material we want ground and which we want hauled off from our stockpile.

Upon approval by City Council at the March 25th Council Meeting, the Contractor shall provide the required proof of insurance within 7 days. The Contractor will be given the Notice to Proceed within 2 days of receiving the signed contract and required insurance. **The Contractor shall complete their work within 60 calendar days of their notice to proceed.** Failure to complete the work in the required timeframe will result in a deduct of $200 / calendar day in compensation due in lieu of liquidated damages.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

TABULATION OF BIDS
GRINDING AND DISPOSING OF WOOD MATERIAL AT CITY'S COMPOST FACILITY
BID OPENING: MARCH 19TH, 2024 @ 10:00 AM
Marshalltown, Iowa

			Engineer's Estimate	**Handeland Grinding** Radcliffe, IA	**Billy Thorp** Jefferson, IA
Item	**Notes**	**Unit**	**Unit Price**	**Unit Price**	**Unit Price**
Grind Wood Debris	*(does not include loading, transporting, & disposing)*	Cubic Yard	$4.75	$1.94	$4.50
Loading, Transporting, and Disposing Wood Chips	*(does not include grinding)*	Cubic Yard	$3.00	$1.63	$4.00

2024-063

RESOLUTION ACCEPTING THE AGREEMENT WITH ARC MANAGEMENT GROUP, LLC FOR THE COLLECTION OF UNPAID AUTOMATED TRAFFIC ENFORCEMENT CITATIONS

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

WHEREAS, ARC Management Group, LLC offers services for the collection of unpaid automated traffic enforcement citations; and

WHEREAS, the City desires to collect unpaid speeding citations issued through the automated traffic enforcement program; and

WHEREAS, the Council has found it to be in the best interests of the City of Marshalltown, Iowa, to accept this agreement.

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

Section 1. The City of Marshalltown, Iowa authorizes and directs City staff to enter into an agreement with ARC Management Group, LLC for the collection of unpaid automated traffic enforcement citations.

Section 2. The Mayor is authorized and directed to sign, on behalf of the City of Marshalltown, this agreement and other necessary documents to effectuate this resolution.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO:	Mayor Joel Greer, Interim City Administrator Cindy Kendall & City Council Members
FROM:	Michael W. Tupper, Chief of Police
DATE:	20 March 2024
RE:	Collection Services Agreement with ARC Management Group – ATE Violations

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:

Collection of unpaid automated traffic enforcement citations.

Recommendation:

Staff recommends approval of the attached collection services agreement with ARC Management Group, LLC.

Budget Impact:

None. Costs are paid from proceeds of the unpaid citations.

Description/Background:

The City of Marshalltown has an automated traffic enforcement (ATE) program focused on speeding violations. Through February 2024, the ATE program has issued 8,044 citations and 5,103 citations have been paid. This agreement with ARC will allow the city to pursue unpaid citations through a collection process. ARC will be paid 25% of any amount they collect on behalf of the city.

ARC is a company our ATE vendor recommended. The city attorney has reviewed and approved the attached agreement.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

COLLECTION SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into by and between , City of Marshalltown ("Client"), and ARC Management Group, LLC ("ARC"), as of the 26th day of February 2024. In consideration of the mutual promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **COLLECTION SERVICES.** ARC shall have full authority to perform all acts necessary to effect the collection of accounts placed by the Client (the "Accounts") for collection services (the "Collection Services"), and is authorized as follows: (a) to receive payments made on the Accounts and to endorse Client's name on any checks, drafts, money orders or other negotiable instruments that may be received in payment on the Accounts; and (b) to commence a lawsuit on behalf of Client and to use all other necessary legal proceedings for the recovery of the Accounts, subject to approval of any such lawsuit by Client and payment by Client of all required court costs and attorney's fees. ARC does not have permission to place information regarding the Accounts with one or more credit bureaus. ARC agrees to perform the Collection Services in accordance with the terms and conditions of this Agreement and applicable federal, state and local laws, rules and regulations.

2. **CLIENT RESPONSIBILITIES AND OBLIGATIONS.** Client agrees to provide ARC with all information reasonably necessary for ARC to perform the Collection Services, including, without limitation, invoicing, contracts, and any communication pertaining to the Accounts. Client represents and warrants that (a) it has not received notification that any of the Account debtors is in bankruptcy and will immediately notify ARC if it receives notification of a bankruptcy filing by any of the Account debtors; and (b) the obligation underlying each Account was incurred in connection with a commercial transaction.

3. **FEES.** ARC will be entitled to receive a fee for their Collection Services (the "Contingency Fee") of 25% of amounts collected. If client wishes ARC Management Group to pursue legal action, then client must pay all upfront fees related to the filing of the case. The contingency fee for primary placements moved to legal action is 35%. The Contingency Fee with respect to payment on any Account is earned whether such payment is made directly to Client or ARC. Client will report to ARC all payments on the Accounts made directly to Client within seven (7) days of receipt. ARC will deduct from all payments made directly to ARC the Contingency Fee and any attorney's fees and court costs advanced by ARC, and forward to Client the remaining balance of such payments, with detailed written reporting, in the month following receipt of such payments. Any undisputed Contingency Fee not paid within thirty (30) days from the date it is due will be delinquent and will bear interest at the lesser of one and one-half percent (1½%) per month or the maximum Contingency rate allowed by applicable law. All taxes and other levies in the nature of sales, use or excise taxes resulting from the Collection Services will be the sole responsibility of Client.

4. **RETURN OF ACCOUNTS.** The Accounts will be placed with ARC for a minimum of one hundred eighty (180) days. ARC will return to Client, upon Client's request, (a) any Account placed in error when ARC is so notified by Client; and (b) Accounts that are paid in full.

5. **INITIAL TERM, RENEWALS AND TERMINATION.** The initial term of this Agreement will be one (1) year commencing as of the date set forth above. This Agreement will be self-renewing for an additional one (1)-year term unless either party delivers to the other written notice of termination at least thirty (30) days prior to the expiration of the then-current term. This Agreement may be terminated by either party, for any reason, upon thirty (30) days' prior written notice to the other without penalty. Upon any termination of this Agreement, (a) ARC will continue its collection efforts with respect to all Accounts for a period of ninety (90) days; (b) ARC will continue its collection efforts with respect to all Accounts that have been referred by ARC to an attorney for legal collection efforts and all Accounts where payment arrangements are being met according to agreed-upon terms, until the conclusion of such legal efforts or payment arrangement; and (c) Client will pay ARC the Contingency Fee with respect to the collections referenced in (a) and (b) above, regardless of when the collections are received and whether received by Client or ARC.

6. **DISCLAIMER OF WARRANTIES LIMITATION OF LIABILITY.** ARC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, PERTAINING TO THE PERFORMANCE OF THE COLLECTION SERVICES HEREUNDER. In no event will ARC be liable for lost profits or other special, incidental, or consequential damages or for the uncollectibility of any Account under any circumstances. ARC's aggregate liability, if any, for any and all losses or injuries to Client or any third party arising out of or in connection with this Agreement will not exceed the aggregate Contingency Fees paid by Client during the twelve (12) month period then most recently ended.

7. **INDEMNIFICATION.** Client will indemnify, defend, and hold ARC harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, which arise out of or result from Client's use of the Collection Services except those resulting from the negligence of ARC or a breach by ARC of the terms of this Agreement. ARC will indemnify, defend and hold Client harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, which arise out of or result from the negligence of ARC or a breach by ARC of any term of this Agreement.

8. **MISCELLANEOUS.** This Agreement, including all Exhibits to this Agreement, constitutes the complete agreement between the parties relative to the Collection Services, superseding any previous agreements or understanding. No representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement will be of any force or effect. This Agreement may be modified only by a writing, which is signed by both parties. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned, in whole or in part, by either of the parties without the prior written consent of the other party. This Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date set forth above.

ARC MANAGEMENT GROUP, LLC
1825 Barrett Lakes Blvd., Suite 505
Kennesaw, GA 30144

By: _____
Name: Karen White
Title: CCO

CITY OF MARSHALLTOWN
24 North Center Street
Marshalltown, IA 50158

By: _____
Name: Joel T.S. Greer
Title: Mayor

2024-064

RESOLUTION SETTING PUBLIC HEARING PRIOR TO APPROVING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FOR FISCAL YEARS ENDING JUNE 30, 2024-2028

WHEREAS every year the City reviews and updates its five year program for capital improvements; and

WHEREAS investing in capital improvements is essential for the City to maintain its current infrastructure and provide expanded infrastructure to enhance municipal services and provide increased citizen mobility; and

WHEREAS the planning for capital improvements is important for creating an environment that encourages job creation and business development, and

WHEREAS the City Council has reviewed and developed a schedule of capital projects for the current fiscal year and the next four years: and

WHEREAS the City Council desires to set a public hearing for the public

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that the City Capital Improvements Program planning document for the fiscal years 2024 through 2028 be set for a public hearing on April 22, 2024 at 5:30 p.m.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

Joel Greer, Mayor
24 North Center Street
Marshalltown, IA 50158
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TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE: March 21, 2024
RE: Set Public Hearing for 5-year capital plan (FY24-FY28)

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: Council must approve the 5-year capital plan every year as part of the budget process. A public hearing is required.

Recommendation: Set the public hearing for April 22, 2024.

Budget Impact: Provides the authority to spend as it relates to the FY24 and FY25 budgets.

Description/Background: Capital funds are used for large construction projects such as buildings, bike trails, streets, parks, airport, etc. The revenue stream for these projects are donations, grants, the CIP property tax levy and borrowed funds. Department Directors and the City Administrator developed the budget amounts based on known or projected resources.

During this budget cycle, we have provided several drafts of the 5 year plan. The plan has been updated to also take into account changes from the prior meetings. I have put notes on the plan to bring your attention to certain items. For example:

A. In fund 030 CIP Fund, the library hardbound book purchases are now shown here, rather than the General Fund as they can be considered a "collection", so CIP levy funds can be used for this purpose.
B. In fund 340 Bike Path, Staff are seeking grant funds and anticipate Trails, Inc. will also contribute towards the trail project. I went ahead and budgeted the expenditure, so if/when we do receive funding, the authority to spend is already there.
C. Funds 353 Capital Projects and 355 D&D Program are future projects to be bonded. This requires Council to have a public hearing and approve any future bond documents before moving forward.
D. Fund 364 2022 GO Bond, reflects the downsizing of the park projects as the P&R Director discussed with you at the last meeting. Note that there is approximately $1.3 million to be fundraised for these park projects.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

In the attached budget comparison report, the first column shows the actual activity for FY23. The second column shows the adopted budget for FY24. The third column is the year-to-date activity through March (9 months of the fiscal year). The fourth column is a re-estimate of the FY24 budget. The fifth column is a proposed FY25 budget. The sixth column shows the dollar increase between columns five and four. The seventh column shows the percent increase between columns five and four.

Fund 300 CIP Collection Fund: This fund shows the amount of property taxes related to the capital projects maximum levy of 67.5 cents per $1,000 of taxable valuations, business property tax credits, and projected backfill revenues. As needed, these collections are transferred to funds 030 (Capital Reserve CIP) and 032 (CIP Large Vehicle/Equipment) to pay for larger equipment purchases outside of the regular department operating budgets.

Fund 311 RISE Street Grant: This is for the Edgewood Street extension.

Fund 312 Airport Project Fund: This includes the Maintenance Hangar & Terminal & Vault project. A grant will fund a portion of the project.

Fund 340 Bike Path Project Fund: Construction of bike paths then funding secured with grants and donations/Trails Inc.

Fund 341 Trees Forever Project: Funded by IDNR grants and donations. Trees are primarily planted in parks.

Fund 350 GO Bonds Capital Projects: Sidewalks not eligible to be paid out of Road Use Tax fund

Fund 355 D&D: Used to remove dangerous and dilapidated (D&D) housing. Funding comes from the remaining Solid Waste fees at the end of the fiscal year, which is transferred in from the General Fund (approximately $20,000). Future bond issuances would fund the remainder.

Fund 361 Library Addition: On hold, plus this would require a public hearing.

Fund 362 2020 GO Bond: This includes the funding for the Railroad Crossing Safety and Quiet Zone.

Fund 363:2021 GO Bond: Includes streets, parks and PD/FD Generator

Fund 364 2022 GO Bond: Includes park improvements, water plaza, trail connection, parking lot T, sidewalk gap projects, and street projects/improvements.

Fund 365 2023 GO Bond: Includes Street and Stormwater projects.

Fund 389 American Rescue Plan (ARPA): The City received approximately $4 million. For capital projects, these funds are being used for the Edgewood Extension and State Street Reconstruction

Fund 392 TIF District III Cap Projects: Funds remaining from a prior year project.

Fund 395: Economic Development Projects: Includes S. 7th Ave extension.

City of Marshalltown, Iowa

City Capital Plan Equipment Replacment

FY '24 thru FY '28

SOURCES AND USES OF FUNDS

Source		FY '24	FY '25	FY '26	FY '27	FY '28
001-ATE ONLY						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources						
Revenue						
ATE revenues		*0*	*50,000*	*0*	*0*	*0*
	Total	0	50,000	0	0	0
Total Revenues and Other Fund Sources		0	50,000	0	0	0
Total Funds Available		0	50,000	0	0	0
Expenditures and Uses						
Capital Projects & Equipment						
PARK & RECREATION						
Timber Creek Park Improvements	25PR001	*0*	*(50,000)*	*0*	*0*	*0*
	Total	0	(50,000)	0	0	0
Total Expenditures and Uses		0	(50,000)	0	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
030 - CIP FUND						
Beginning Balance		389,866	282,248	168,350	17,609	(39,227)
Revenues and Other Fund Sources						
USE OF MONEY & PROPERTY						
4610.000 INTEREST EARNED		*10,000*	*6,000*	*0*	*0*	*0*
	Total	10,000	6,000	0	0	0
Revenue						
Sold Assets - P&R FY24		*5,938*	*0*	*0*	*0*	*0*
Sold Assets - PD		*11,060*	*0*	*0*	*0*	*0*
	Total	16,998	0	0	0	0
PROPERTY TAXES						
4085.000 PROPERTY TAXES- CIP LEVY		*533,157*	*577,957*	*595,000*	*620,500*	*646,000*
4339.000 SF295 BACKFILL		*12,481*	*10,062*	*8,419*	*6,314*	*3,945*
Business Property Tax Credit Backfill		*17,712*	*16,183*	*16,000*	*16,000*	*16,000*
	Total	563,350	604,202	619,419	642,814	665,945
Total Revenues and Other Fund Sources		590,348	610,202	619,419	642,814	665,945
Total Funds Available		**980,214**	**892,450**	**787,769**	**660,423**	**626,718**
Expenditures and Uses						
Capital Projects & Equipment						
AIRPORT						
Sealing Runway Materials (Labor from Street Dept)	AIR0002	*(10,000)*	*0*	*0*	*0*	*0*
CIP Planning Study	ARP_A	*(25,000)*	*(25,000)*	*0*	*0*	*0*
Snow Removal Equipment	ARP_SRE	*0*	*(50,000)*	*0*	*0*	*0*
	Total	(35,000)	(75,000)	0	0	0
CITY WIDE BUILDING MAINTENANCE						
Pickup Truck - Facilities Superintendent	BLDG_VEH	*0*	*0*	*(47,000)*	*0*	*0*
	Total	0	0	(47,000)	0	0
FIRE						
Portable Radios	E0030fir	*(29,550)*	*(30,000)*	*0*	*0*	*0*
Thermal Imaging Camera	E0042fir	*(10,081)*	*0*	*0*	*0*	*0*
Alumacraft 16' Boat Replacement	E0045fir	*0*	*0*	*0*	*(9,500)*	*0*
Exercise Equipment	E0075fir	*0*	*0*	*(8,000)*	*0*	*0*
	Total	(39,631)	(30,000)	(8,000)	(9,500)	0
HOUSING						
VEHICLE: Code Enforcement	V_CODE ENF	*0*	*0*	*0*	*0*	*(35,000)*
	Total	0	0	0	0	(35,000)
INFORMATION SYSTEMS						
Body Camera Servers - MPD	BdyCmraServ	*0*	*(15,000)*	*0*	*0*	*0*
Staff Computers	E1000	*(22,500)*	*(22,500)*	*(22,500)*	*(22,500)*	*(22,500)*
Servers	E3010	*(20,000)*	*0*	*(20,000)*	*0*	*0*
EnerGov Updates	EnerGov	*(56,400)*	*0*	*0*	*0*	*0*
SERVER MPD FILES	ServerPDfile	*(15,000)*	*0*	*0*	*(20,000)*	*0*

Source			FY '24	FY '25	FY '26	FY '27	FY '28
030 - CIP FUND							
Tyler Servers		Servers	*(20,000)*	*0*	*(20,000)*	*0*	*0*
SERVERS-PD (Evidence)		SERVERS-PD	*0*	*(15,000)*	*0*	*0*	*0*
		Total	(133,900)	(52,500)	(62,500)	(42,500)	(22,500)
LIBRARY							
Upgraded Automation System		11	*(20,435)*	*0*	*0*	*0*	*0*
Library Print Book Purchases	CHANGE-WAS IN GF PRIOR YRS	B0001	*0*	*(114,000)*	*(114,000)*	*(114,000)*	*(114,000)*
		Total	(20,435)	(114,000)	(114,000)	(114,000)	(114,000)
PARK & RECREATION							
Aquatic Center Improvements		20PR0009	*(20,000)*	*(20,000)*	*(20,000)*	*(20,000)*	*(50,000)*
Sidewalk and Trail Maintenance		20PR002	*(15,000)*	*(50,000)*	*(50,000)*	*(50,000)*	*(25,000)*
Parks Wayfinding Signs		24PR001	*(50,000)*	*0*	*0*	*0*	*0*
Replace Mower 714 w/Snow Equipment		24PR004	*(25,000)*	*0*	*0*	*0*	*0*
Timber Creek Park Bathroom		24PR005	*(70,000)*	*0*	*0*	*0*	*0*
Timber Creek Park Improvements		25PR001	*0*	*(100,000)*	*0*	*0*	*0*
Vehicle/Mower Replacement		25PR002	*0*	*(50,000)*	*0*	*0*	*0*
Assistance League Park Improvements		26PR001	*0*	*0*	*(150,000)*	*0*	*0*
Vehicle/Mower Replacement		26PR003	*0*	*0*	*(50,000)*	*0*	*0*
Vehicle/Mower Replacement		27PR001	*0*	*0*	*0*	*(50,000)*	*0*
Bicenntenial Park Improvements		27PR002	*0*	*0*	*0*	*(150,000)*	*0*
Optimist Park Improvements		28PR001	*0*	*0*	*0*	*0*	*(150,000)*
Vehicle/Mower Replacement		28PR002	*0*	*0*	*0*	*0*	*(50,000)*
Coliseum Improvements		28PR003	*0*	*0*	*0*	*0*	*(40,000)*
Vehicle/Mower Replacement		TR709	*(50,000)*	*0*	*0*	*0*	*0*
		Total	(230,000)	(220,000)	(270,000)	(270,000)	(315,000)
POLICE							
BODY CAMERAS		BODY CAMERA	*(15,000)*	*0*	*(15,000)*	*(15,000)*	*(20,000)*
DRONES		DRONES	*0*	*(7,000)*	*(7,000)*	*0*	*(7,000)*
TACTICAL EQUIPMENT		TACT EQUIP	*(5,000)*	*0*	*(5,000)*	*0*	*(10,000)*
TASERS		TASERS	*(6,000)*	*(6,000)*	*(6,000)*	*(8,000)*	*(10,000)*
TRAINING EQUIPMENT		TRN EQUIP	*(5,000)*	*0*	*(5,000)*	*0*	*(5,000)*
VEHICLE IT EQUIPMENT - MPD		VEH IT	*(5,000)*	*0*	*(5,000)*	*0*	*(10,000)*
VEHICLE REPLACEMENT		VEH RPLCMT	*(193,000)*	*(200,000)*	*(200,000)*	*(225,000)*	*(200,000)*
BODY ARMOR REPLACEMENT		VESTS	*(10,000)*	*(16,000)*	*(15,560)*	*(15,650)*	*(18,000)*
		Total	(239,000)	(229,000)	(258,560)	(263,650)	(280,000)
STREET DIVISION							
Dual A/C Machine - City Mechanic Equipment		E3942	*0*	*0*	*(8,100)*	*0*	*0*
Public Works Building - Front Printer		PWB_Print	*0*	*0*	*(2,000)*	*0*	*0*
		Total	0	0	(10,100)	0	0
UTILITY (ELEC/FACIL) DIVISION							
Repeater at High Street Tower (for radio coms)		UTIL_A	*0*	*(3,600)*	*0*	*0*	*0*
		Total	0	(3,600)	0	0	0

Source	FY '24	FY '25	FY '26	FY '27	FY '28
030 - CIP FUND					
Total Expenditures and Uses	(697,966)	(724,100)	(770,160)	(699,650)	(766,500)
Change in Fund Balance	(107,618)	(113,898)	(150,741)	(56,836)	(100,555)
Ending Balance	282,248	168,350	17,609	(39,227)	(139,782)

Source		FY '24	FY '25	FY '26	FY '27	FY '28
031 - BUILDING MAINTENANCE						
Beginning Balance		248,847	109,664	64,997	(262,628)	(381,628)
Revenues and Other Fund Sources						
USE OF MONEY & PROPERTY						
4085.000 INTEREST EARNED		*6,000*	*2,000*	*0*	*0*	*0*
	Total	6,000	2,000	0	0	0
Revenue						
REIMBURSEMENT=YSS		*6,092*	*0*	*0*	*0*	*0*
	Total	6,092	0	0	0	0
Total Revenues and Other Fund Sources		12,092	2,000	0	0	0
Total Funds Available		260,939	111,664	64,997	(262,628)	(381,628)
Expenditures and Uses						
Capital Projects & Equipment						
AIRPORT						
Sewer Phase W - Septic Tank / Leachfield Replace	ARP_B	*0*	*0*	*(30,000)*	*0*	*0*
Sewer Phase X - Point Repairs	ARP_F	*(11,500)*	*0*	*0*	*0*	*0*
Sewer Phase Y - Lining Orangeburg under Pvmnt	ARP_G	*0*	*0*	*(50,000)*	*0*	*0*
Sewer Phase Z - 24 Hr Rstrm (Labor from Util Div)	ARP_H	*0*	*0*	*0*	*(20,000)*	*0*
Detention Basin - Tile Repair	ARP_J	*0*	*0*	*(20,000)*	*0*	*0*
	Total	(11,500)	0	(100,000)	(20,000)	0
CARNEGIE & COLISEUM BUILDINGS						
Drain Tile Install Along State St	CARN_A	*(25,000)*	*0*	*0*	*0*	*0*
Drain Tile Install Along Center St	CARN_B	*0*	*0*	*(18,000)*	*0*	*0*
Carnegie Security Updates - For Council Mtgs	CARN_C	*0*	*0*	*(50,000)*	*0*	*0*
Roof Stairway Dental Limestone Sealant	CARN_D	*0*	*(20,000)*	*0*	*0*	*0*
New Entryway Carpet - P&R / Carnegie Entrance	CARN_E	*0*	*0*	*(5,000)*	*0*	*0*
Coliseum Generator	COL_Gen	*(26,775)*	*0*	*0*	*0*	*0*
	Total	(51,775)	(20,000)	(73,000)	0	0
CITY HALL						
Replace Windows	CH0009	*0*	*0*	*0*	*(54,000)*	*0*
City Hall New Boiler	CH0023	*0*	*(10,000)*	*(150,000)*	*0*	*0*
Replace City Hall Wood Exterior Doors	CH0025	*0*	*0*	*0*	*0*	*(20,000)*
Old Chamber Room Conversion	CH0026	*0*	*0*	*0*	*(45,000)*	*0*
	Total	0	(10,000)	(150,000)	(99,000)	(20,000)
CITY WIDE BUILDING MAINTENANCE						
Wash Bay Renovations	PWB_A	*(25,000)*	*(16,667)*	*0*	*0*	*0*
Equipment Bay Floor Sealant	PWB_C	*0*	*0*	*(4,625)*	*0*	*0*
	Total	(25,000)	(16,667)	(4,625)	0	0
FIRE						
Fire/Police Bldg - Backflow Preventer Replacement	Bldg Mt 012	*(18,000)*	*0*	*0*	*0*	*0*
	Total	(18,000)	0	0	0	0
LIBRARY						

Source		FY '24	FY '25	FY '26	FY '27	FY '28
031 - BUILDING MAINTENANCE						
Sidewalks by library building and Boone St.	LIBsidewalks	*(45,000)*	*0*	*0*	*0*	*0*
	Total	(45,000)	0	0	0	0
Total Expenditures and Uses		(151,275)	(46,667)	(327,625)	(119,000)	(20,000)
Change in Fund Balance		(139,183)	(44,667)	(327,625)	(119,000)	(20,000)
Ending Balance		**109,664**	**64,997**	**(262,628)**	**(381,628)**	**(401,628)**

Source		FY '24	FY '25	FY '26	FY '27	FY '28
032 - CIP LARGE VEHICLE/EQUIPMENT						
Beginning Balance		**93,755**	**120,841**	**222,834**	**92,334**	**201,834**
Revenues and Other Fund Sources						
Revenue						
4085.000 PROPERTY TAXES		*94,086*	*101,993*	*105,000*	*109,500*	*114,000*
	Total	94,086	101,993	105,000	109,500	114,000
Total Revenues and Other Fund Sources		94,086	101,993	105,000	109,500	114,000
Total Funds Available		**187,841**	**222,834**	**327,834**	**201,834**	**315,834**
Expenditures and Uses						
Capital Projects & Equipment						
FIRE						
Engine 170 Replacement	V0061fir	*0*	*0*	*0*	*0*	*(950,000)*
R-177 Replacement	V0070fir	*(67,000)*	*0*	*(235,500)*	*0*	*0*
	Total	(67,000)	0	(235,500)	0	(950,000)
Total Expenditures and Uses		(67,000)	0	(235,500)	0	(950,000)
Change in Fund Balance		27,086	101,993	(130,500)	109,500	(836,000)
Ending Balance		**120,841**	**222,834**	**92,334**	**201,834**	**(634,166)**

Source		FY '24	FY '25	FY '26	FY '27	FY '28
110 - ROAD USE TAX $						
Beginning Balance		0	0	0	0	0
		CAPITAL PROJECTS/EQUIPMENT ONLY. RUT ALSO USED FOR STAFF WAGES BUT NOT SHOWN HERE.				
Revenues and Other Fund Sources						
ROAD USE TAX						
4320.040 ROAD USE TAXES		*963,188*	*748,702*	*1,879,381*	*847,289*	*1,017,503*
	Total	963,188	748,702	1,879,381	847,289	1,017,503
Total Revenues and Other Fund Sources		963,188	748,702	1,879,381	847,289	1,017,503
Total Funds Available		**963,188**	**748,702**	**1,879,381**	**847,289**	**1,017,503**
Expenditures and Uses						
Capital Projects & Equipment						
CITY WIDE BUILDING MAINTENANCE						
Wash Bay Renovations	PWB_A	*(25,000)*	*(16,666)*	*0*	*0*	*0*
Grandstand Concrete Wall Repair	PWB_B	*(40,000)*	*0*	*0*	*0*	*0*
Equipment Bay Floor Sealant	PWB_C	*0*	*0*	*(13,875)*	*0*	*0*
PWB - Mens Restroom Partition Replacement	PWB_D	*0*	*(7,500)*	*0*	*0*	*0*
	Total	(65,000)	(24,166)	(13,875)	0	0
ENGINEERING DIVISION						
Field Tablet with GIS Collection Pole	3504	*(3,400)*	*0*	*0*	*0*	*0*
Survey/Inspection Truck	E2131	*0*	*0*	*0*	*(33,333)*	*0*
Engineering SUV	E2132	*0*	*0*	*0*	*0*	*(23,500)*
Computer & Copier/Printer-Sec	E2178	*0*	*(6,500)*	*0*	*0*	*0*
Large Format Scanner & Plotter	E2181	*0*	*0*	*(12,000)*	*0*	*0*
Engineering - CAD/Computer Workstations	E2189	*0*	*0*	*(8,250)*	*0*	*0*
Traffic Counter	E2193	*(15,000)*	*0*	*0*	*0*	*0*
Storm Water Coordinator Truck/SUV	ENG_A	*0*	*0*	*(23,500)*	*0*	*0*
Total Station Survey Equipment	SE0047	*0*	*0*	*(45,000)*	*0*	*0*
	Total	(18,400)	(6,500)	(88,750)	(33,333)	(23,500)
PARK & RECREATION						
Replace Mower 714 w/Snow Equipment	24PR004	*(15,000)*	*0*	*0*	*0*	*0*
Vehicle/Mower Replacement	27PR001	*0*	*0*	*0*	*(20,000)*	*0*
	Total	(15,000)	0	0	(20,000)	0
PUBLIC WORKS - INFRASTRUCTURE						
Median Improvements- Hwy 14 Olive to La Frentz	2019DOTHWY14	*(383,500)*	*(383,500)*	*0*	*0*	*0*
South 7th Ave. Extension_(Div 1&2 Only) ECO 22-001	ECO22001	*(82,781)*	*0*	*0*	*0*	*0*
City-wide Bridge Inspection & Minor Repair	M3453	*(45,000)*	*(45,000)*	*(45,000)*	*(45,000)*	*(45,000)*
Railroad Quiet Zones	RR 001	*0*	*0*	*(642,803)*	*0*	*0*
	Total	(511,281)	(428,500)	(687,803)	(45,000)	(45,000)
STREET DIVISION						
Dump Truck	E3510	*(220,588)*	*0*	*(458,053)*	*(480,956)*	*(505,003)*
Street Sweeper	E3520	*0*	*0*	*(300,000)*	*0*	*0*
Snow Blower	E3900	*0*	*0*	*0*	*(250,000)*	*0*

Source		FY '24	FY '25	FY '26	FY '27	FY '28
110 - ROAD USE TAX $						
Slide in oil distributor	E3940	*0*	*0*	*0*	*0*	*(75,000)*
Ride-On Painter	E3941	*(19,070)*	*0*	*0*	*0*	*0*
Dual A/C Machine - City Mechanic Equipment	E3942	*0*	*0*	*(9,900)*	*0*	*0*
Track Skid Loader	E3943	*(67,221)*	*0*	*0*	*0*	*0*
Skid Loader Trailer	E3944	*(20,000)*	*0*	*0*	*0*	*0*
Rock Grapple Bucket (Skid Loader Attachment)	E3945	*(5,128)*	*0*	*0*	*0*	*0*
Public Works Building - Front Printer	PWB_Print	*0*	*0*	*(3,000)*	*0*	*0*
Wheel Loader	V2323	*0*	*(83,136)*	*0*	*0*	*0*
Motor Grader	V3503	*0*	*0*	*0*	*0*	*(350,000)*
Semi Tractor (Head Only_Used)	V3507	*(6,500)*	*0*	*0*	*0*	*0*
Street Maintenance Fleet - 3/4 Ton Pickup	V3508	*0*	*(40,000)*	*0*	*0*	*0*
Street Maintenance Fleet - 3/4 Ton Pickup - STD	V3509	*0*	*(40,000)*	*0*	*0*	*0*
UTV	V3510	*0*	*(20,000)*	*0*	*0*	*0*
Brine Trailer	V3512	*0*	*(50,000)*	*0*	*0*	*0*
Wheel Loader Grapple Bucket	V3513	*0*	*(10,000)*	*0*	*0*	*0*
	Total	(338,507)	(243,136)	(770,953)	(730,956)	(930,003)
UTILITY (ELEC/FACIL) DIVISION						
Arc Flash Suit	E3701	*0*	*(5,000)*	*0*	*0*	*0*
LED Traffic Light Replacement	E3704	*0*	*0*	*(11,000)*	*0*	*0*
Traffic Signal Battery Back Ups & Controller Upgra	E3708	*(15,000)*	*(16,000)*	*(17,000)*	*(18,000)*	*(19,000)*
Hwy 30 Eastbound Ramps/ Hwy 14	Tsig_A	*0*	*(15,000)*	*(260,000)*	*0*	*0*
Replace Camera Detection @ Main & 3rd Ave	Tsig_B	*0*	*0*	*(30,000)*	*0*	*0*
Repeater at High Street Tower (for radio coms)	UTIL_A	*0*	*(10,400)*	*0*	*0*	*0*
	Total	(15,000)	(46,400)	(318,000)	(18,000)	(19,000)
Total Expenditures and Uses		(963,188)	(748,702)	(1,879,381)	(847,289)	(1,017,503)
Change in Fund Balance		0	0	0	0	0
Ending Balance		**0**	**0**	**0**	**0**	**0**

Source		FY '24	FY '25	FY '26	FY '27	FY '28
121 - LOCAL OPTION SALES TAX						
Beginning Balance		1,363,149	78,808	78,808	78,808	78,808
ONLY INCLUDES CONSTRUCTION PROJECTS. LOST IS USED FOR PROPERTY TAX RELIEF AND OTHER COUNCIL DESIGNATED PROJECTS NOT SHOWN HERE.						
Revenues and Other Fund Sources						
OTHER TAXES						
4170.000 LOCAL OPTION SALES TAX		*98,836*	*46,500*	*0*	*0*	*0*
	Total	98,836	46,500	0	0	0
No Funds		*0*	*0*	*0*	*0*	*0*
	Total	0	0	0	0	0
Total Revenues and Other Fund Sources		98,836	46,500	0	0	0
Total Funds Available		1,461,985	125,308	78,808	78,808	78,808
Expenditures and Uses						
Capital Projects & Equipment						
PUBLIC WORKS - INFRASTRUCTURE						
South 7th Ave. Extension_(Div 1&2 Only) ECO 22-001	ECO22001	*5,133*	*0*	*0*	*0*	*0*
Edgewood & Hwy 14 Intersection_ECO 22-001	ECO22001_d3	*(70,900)*	*0*	*0*	*0*	*0*
City Centre Parking Lot Extension (LOST CD)	PLT22001	*(25,000)*	*(46,500)*	*0*	*0*	*0*
13th St Sdwlk Level_SDW 23-001_LST 17-001_LostCD	Sdwlk13	*(21,836)*	*0*	*0*	*0*	*0*
Sidewalk Assessment - Private Sidewalks_LOST CD	SdwlkPrivate	*(50,000)*	*0*	*0*	*0*	*0*
Edgewood Extension_STR 19-003	STR19003	*(877,298)*	*0*	*0*	*0*	*0*
	Total	(1,039,901)	(46,500)	0	0	0
STREET IMPROVEMENT PROGRAM						
Center St Median Curbs (In front of Hy-Vee)	SIP_A	*(40,250)*	*0*	*0*	*0*	*0*
Lincoln Way Transition Concrete Patch	SIP_D	*(100,000)*	*0*	*0*	*0*	*0*
18th Ave Patch	SIP_E	*(75,000)*	*0*	*0*	*0*	*0*
E Main St Reconstruction (5th Ave to 12th Ave)	STR22001	*(128,026)*	*0*	*0*	*0*	*0*
	Total	(343,276)	0	0	0	0
Total Expenditures and Uses		(1,383,177)	(46,500)	0	0	0
Change in Fund Balance		(1,284,341)	0	0	0	0
Ending Balance		78,808	78,808	78,808	78,808	78,808

Source		FY '24	FY '25	FY '26	FY '27	FY '28
132 - MISC CAPITAL GRANTS						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources						
Revenue						
IDOT Grant		*0*	*0*	*390,000*	*0*	*0*
TSIP Grant (IDOT)		*60,000*	*0*	*0*	*0*	*0*
	Total	60,000	0	390,000	0	0
Total Revenues and Other Fund Sources		60,000	0	390,000	0	0
Total Funds Available		60,000	0	390,000	0	0
Expenditures and Uses						
Capital Projects & Equipment						
UTILITY (ELEC/FACIL) DIVISION						
Traffic Controllers (W IDOT Grant)	E3709	*(60,000)*	*0*	*0*	*0*	*0*
Hwy 30 Eastbound Ramps/ Hwy 14	Tsig_A	*0*	*0*	*(390,000)*	*0*	*0*
	Total	(60,000)	0	(390,000)	0	0
Total Expenditures and Uses		(60,000)	0	(390,000)	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
133 - MISC PUBLIC WORKS GRANTS						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources						
GRANT						
FEDERAL HAZARD MITIGATION GRANT		*121,500*	*0*	*0*	*0*	*0*
MISC PUBLIC WORKS GRANTS		*0*	*750,000*	*750,000*	*0*	*0*
MISC PUBLICWORKS GRANTS		*0*	*0*	*0*	*0*	*1,500,000*
STATE HAZARD MITIGATION GRANT		*13,500*	*0*	*0*	*0*	*0*
	Total	135,000	750,000	750,000	0	1,500,000
Total Revenues and Other Fund Sources		135,000	750,000	750,000	0	1,500,000
Total Funds Available		**135,000**	**750,000**	**750,000**	**0**	**1,500,000**
Expenditures and Uses						
Capital Projects & Equipment						
CARNEGIE & COLISEUM BUILDINGS						
Coliseum Generator	COL_Gen	*(135,000)*	*0*	*0*	*0*	*0*
	Total	(135,000)	0	0	0	0
PUBLIC WORKS - INFRASTRUCTURE						
Center St over Linn Creek	BRDG_A	*0*	*0*	*0*	*0*	*(1,500,000)*
South Center St. Viaduct - Ph1_STR 21-002	STR21002	*0*	*(750,000)*	*(750,000)*	*0*	*0*
	Total	0	(750,000)	(750,000)	0	(1,500,000)
Total Expenditures and Uses		(135,000)	(750,000)	(750,000)	0	(1,500,000)
Change in Fund Balance		0	0	0	0	0
Ending Balance		**0**	**0**	**0**	**0**	**0**

Source		FY '24	FY '25	FY '26	FY '27	FY '28
140 - P & R GIFT FUND						
Beginning Balance		82,275	0	0	0	0
Expenditures and Uses						
Capital Projects & Equipment						
CARNEGIE & COLISEUM BUILDINGS						
Coliseum Generator	COL_Gen	*(82,275)*	*0*	*0*	*0*	*0*
	Total	(82,275)	0	0	0	0
Total Expenditures and Uses		(82,275)	0	0	0	0
Change in Fund Balance		(82,275)	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
142 - M. SOFTBALL ASSOC						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources						
USER FEES						
4471.000 MSA CHRGS FOR SERVICES		*0*	*0*	*15,000*	*0*	*0*
	Total	0	0	15,000	0	0
Total Revenues and Other Fund Sources		0	0	15,000	0	0
Total Funds Available		0	0	15,000	0	0
Expenditures and Uses						
Capital Projects & Equipment						
PARK & RECREATION						
MSA LITCHFIELD SHELTER	B2653	*0*	*0*	*(15,000)*	*0*	*0*
	Total	0	0	(15,000)	0	0
Total Expenditures and Uses		0	0	(15,000)	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source			FY '24	FY '25	FY '26	FY '27	FY '28
145- TORNADO DISASTER FUND							
Beginning Balance			287,863	131,863	0	0	0
Expenditures and Uses							
Capital Projects & Equipment							
PARK & RECREATION							
Replace Truck 813 - 1 Ton Truck w/box	24PR003		*(40,000)*	*0*	*0*	*0*	*0*
		Total	(40,000)	0	0	0	0
STREET DIVISION							
Dump Truck	E3510		*(116,000)*	*0*	*0*	*0*	*0*
Wheel Loader	V2323		*0*	*(131,863)*	*0*	*0*	*0*
		Total	(116,000)	(131,863)	0	0	0
Total Expenditures and Uses			(156,000)	(131,863)	0	0	0
Change in Fund Balance			(156,000)	(131,863)	0	0	0
Ending Balance			131,863	0	0	0	0

Source			FY '24	FY '25	FY '26	FY '27	FY '28
151 - POLICE GRANTS							
Beginning Balance			0	0	0	0	0
Revenues and Other Fund Sources							
GRANT							
4310.110 FEDERAL OPER GRNT-PD			*10,000*	*10,000*	*10,000*	*10,000*	*10,000*
		Total	10,000	10,000	10,000	10,000	10,000
Total Revenues and Other Fund Sources			10,000	10,000	10,000	10,000	10,000
Total Funds Available			10,000	10,000	10,000	10,000	10,000
Expenditures and Uses							
Capital Projects & Equipment							
POLICE							
JAG GRANT	JAG		*(10,000)*	*(10,000)*	*(10,000)*	*(10,000)*	*(10,000)*
		Total	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Total Expenditures and Uses			(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Change in Fund Balance			0	0	0	0	0
Ending Balance			0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
152 - OTHER POLICE GRANTS						
Beginning Balance			0	0	0	0
Revenues and Other Fund Sources						
GRANT						
4310.110 FEDERAL OPERATING GRNT		*8,000*	*8,000*	*8,000*	*8,000*	*8,000*
	Total	8,000	8,000	8,000	8,000	8,000
Total Revenues and Other Fund Sources		8,000	8,000	8,000	8,000	8,000
Total Funds Available		8,000	8,000	8,000	8,000	8,000
Expenditures and Uses						
Capital Projects & Equipment						
POLICE						
GTSB GRANT	GTSB	*(8,000)*	*(8,000)*	*(8,000)*	*(8,000)*	*(8,000)*
	Total	(8,000)	(8,000)	(8,000)	(8,000)	(8,000)
Total Expenditures and Uses		(8,000)	(8,000)	(8,000)	(8,000)	(8,000)
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
170 - LIBRARY GIFT FUND						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources						
MISC REVENUES						
4820.310 DONATIONS-LIBRARY		*200,000*	*600,000*	*0*	*0*	*0*
	Total	200,000	600,000	0	0	0
Total Revenues and Other Fund Sources		200,000	600,000	0	0	0
Total Funds Available		200,000	600,000	0	0	0
Expenditures and Uses						
Capital Projects & Equipment						
LIBRARY						
Library Interior Renovation	LIBinterior	*(200,000)*	*(600,000)*	*0*	*0*	*0*
	Total	(200,000)	(600,000)	0	0	0
Total Expenditures and Uses		(200,000)	(600,000)	0	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
177 - SEIZED ASSETS						
Beginning Balance		24,663	14,163	13,663	13,163	12,663
Revenues and Other Fund Sources						
MISC REVENUES						
4610.000 INTEREST EARNED		*500*	*500*	*500*	*500*	*500*
4862.000 SEIZED ASSETS		*3,000*	*3,000*	*3,000*	*3,000*	*3,000*
	Total	3,500	3,500	3,500	3,500	3,500
Total Revenues and Other Fund Sources		3,500	3,500	3,500	3,500	3,500
Total Funds Available		28,163	17,663	17,163	16,663	16,163
Expenditures and Uses						
Capital Projects & Equipment						
POLICE						
MISC SEIZED ASSET ALLOCATION	SEIZD ASSET	*(14,000)*	*(4,000)*	*(4,000)*	*(4,000)*	*(4,000)*
	Total	(14,000)	(4,000)	(4,000)	(4,000)	(4,000)
Total Expenditures and Uses		(14,000)	(4,000)	(4,000)	(4,000)	(4,000)
Change in Fund Balance		(10,500)	(500)	(500)	(500)	(500)
Ending Balance		14,163	13,663	13,163	12,663	12,163

Source		FY '24	FY '25	FY '26	FY '27	FY '28
311 - RISE STREET GRANTS						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources						
Revenue						
EDA Grant		*2,956,829*	*0*	*0*	*0*	*0*
Federal STP Funds		*0*	*3,900,000*	*0*	*0*	*0*
RISE Grant		*1,640,342*	*0*	*0*	*0*	*0*
	Total	4,597,171	3,900,000	0	0	0
Total Revenues and Other Fund Sources		4,597,171	3,900,000	0	0	0
Total Funds Available		**4,597,171**	**3,900,000**	**0**	**0**	**0**
Expenditures and Uses						
Capital Projects & Equipment						
PUBLIC WORKS - INFRASTRUCTURE						
Edgewood Extension_STR 19-003	STR19003	*(4,597,171)*	*0*	*0*	*0*	*0*
	Total	(4,597,171)	0	0	0	0
STREET IMPROVEMENT PROGRAM						
Highland Acres Road Reconstruction	STR21001	*0*	*(3,900,000)*	*0*	*0*	*0*
	Total	0	(3,900,000)	0	0	0
Total Expenditures and Uses		(4,597,171)	(3,900,000)	0	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		**0**	**0**	**0**	**0**	**0**

Source		FY '24	FY '25	FY '26	FY '27	FY '28
312 - AIRPORT PROJECTS						
Beginning Balance		122,393	(15,026)	(55,026)	(55,026)	(55,026)
Revenues and Other Fund Sources						
Revenue						
4315.770 FEDERAL CAP GRANT-AIRPRT		*150,000*	*450,000*	*4,032,000*	*4,914,000*	*0*
INTEREST EARNED		*3,000*	*0*	*0*	*0*	*0*
	Total	153,000	450,000	4,032,000	4,914,000	0
Total Revenues and Other Fund Sources		153,000	450,000	4,032,000	4,914,000	0
Total Funds Available		275,393	434,974	3,976,974	4,858,974	(55,026)
Expenditures and Uses						
Capital Projects & Equipment						
AIRPORT						
Rehab - Taxiway 13/31 Pavement	ARP_C	*0*	*0*	*(2,394,000)*	*0*	*0*
Rehab - Runway 18/36 Pavement	ARP_D	*0*	*0*	*(1,638,000)*	*0*	*0*
Rehab - Runway 13/31 Pavement	ARP_E	*0*	*0*	*0*	*(4,914,000)*	*0*
Sewer Phase X - Point Repairs	ARP_F	*(40,000)*	*(40,000)*	*0*	*0*	*0*
Water Line Replacement	ARP_I	*(11,973)*	*0*	*0*	*0*	*0*
Snow Removal Equipment	ARP_SRE	*0*	*(450,000)*	*0*	*0*	*0*
120' x 100' Hangar & Terminal &Vault	B3011	*(238,446)*	*0*	*0*	*0*	*0*
	Total	(290,419)	(490,000)	(4,032,000)	(4,914,000)	0
Total Expenditures and Uses		(290,419)	(490,000)	(4,032,000)	(4,914,000)	0
Change in Fund Balance		(137,419)	(40,000)	0	0	0
Ending Balance		(15,026)	(55,026)	(55,026)	(55,026)	(55,026)

Source		FY '24	FY '25	FY '26	FY '27	FY '28
340 - BIKE PATH						
Beginning Balance		(1,512)	(15,171)	(1,650,171)	(1,650,171)	(1,650,171)
Expenditures and Uses	WILL BE SEEKING GRANT FUNDING AND CONTRIBUTION FROM TRAILS, INC.					
Capital Projects & Equipment						
PUBLIC WORKS - INFRASTRUCTURE						
Iowa River's Edge Trail B2-B5	TRL_A	*(13,659)*	*(1,635,000)*	*0*	*0*	*0*
	Total	(13,659)	(1,635,000)	0	0	0
Total Expenditures and Uses		(13,659)	(1,635,000)	0	0	0
Change in Fund Balance		(13,659)	(1,635,000)	0	0	0
Ending Balance		(15,171)	(1,650,171)	(1,650,171)	(1,650,171)	(1,650,171)

Source		FY '24	FY '25	FY '26	FY '27	FY '28
353 - CAPITAL PROJECTS						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources		FOR FUTURE BONDING, WILL REQUIRE COUNCIL ACTION AND PUBLIC HEARING.				
Revenue						
No Funds		*0*	*0*	*0*	*0*	*0*
BOND PROCEEDS		*0*	*3,322,500*	*6,362,000*	*16,719,100*	*12,541,900*
REBATES FOR SOLAR PANELS		*0*	*112,500*	*0*	*0*	*0*
	Total	0	3,435,000	6,362,000	16,719,100	12,541,900
Total Revenues and Other Fund Sources		0	3,435,000	6,362,000	16,719,100	12,541,900
Total Funds Available		**0**	**3,435,000**	**6,362,000**	**16,719,100**	**12,541,900**
Expenditures and Uses						
Capital Projects & Equipment						
AIRPORT						
Rehab - Taxiway 13/31 Pavement	ARP_C	*0*	*0*	*(266,000)*	*0*	*0*
Rehab - Runway 18/36 Pavement	ARP_D	*0*	*0*	*(182,000)*	*0*	*0*
Rehab - Runway 13/31 Pavement	ARP_E	*0*	*0*	*0*	*(546,000)*	*0*
	Total	0	0	(448,000)	(546,000)	0
CITY HALL						
Replace East Entrance Door and Steps	CH0016	*0*	*(35,000)*	*0*	*0*	*0*
	Total	0	(35,000)	0	0	0
HOUSING						
Dilapidated Building Removal	D&D001	*0*	*0*	*0*	*0*	*0*
	Total	0	0	0	0	0
LIBRARY						
Library Solar Panels	LIBsolar	*0*	*(400,000)*	*0*	*0*	*0*
	Total	0	(400,000)	0	0	0
PARK & RECREATION						
Riverview Park Improvements	23PR009	*0*	*0*	*0*	*(3,050,000)*	*0*
	Total	0	0	0	(3,050,000)	0
PUBLIC WORKS - INFRASTRUCTURE						
Center St over Linn Creek	BRDG_A	*0*	*0*	*(50,000)*	*(453,100)*	*(996,900)*
Phase 3- West Main Street	DIPphase3	*0*	*0*	*(500,000)*	*(5,500,000)*	*0*
Phase 4- Church Street	DIPphase4	*0*	*0*	*0*	*(730,000)*	*(8,045,000)*
Highway 14 North Corridor Improvements	Hwy14 r1	*0*	*0*	*(50,000)*	*(1,500,000)*	*0*
Sidewalk Gap Projects - Remaining Projects	SdwlkGAP	*0*	*0*	*(500,000)*	*(500,000)*	*(500,000)*
South Center St. Viaduct - Ph1_STR 21-002	STR21002	*0*	*0*	*(110,000)*	*0*	*0*
DIP Phase 2- East Main Street (3rd A-Cntr+Center2)	STR22002	*0*	*0*	*(14,000)*	*(1,440,000)*	*0*
	Total	0	0	(1,224,000)	(10,123,100)	(9,541,900)
STORM WATER - INFRASTRUCTURE						
State St Storm Outlet - N 1st Ave to Lincoln St	STM_B	*0*	*0*	*(1,690,000)*	*0*	*0*
	Total	0	0	(1,690,000)	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
353 - CAPITAL PROJECTS						
STREET IMPROVEMENT PROGRAM						
SIP - State St / 14th St Box Culvert Overlay	SIP_C	*0*	*0*	*(110,000)*	*0*	*0*
Street Improvement Fund - PlaceHolder	SIP_X	*0*	*(2,025,000)*	*(2,890,000)*	*(3,000,000)*	*(3,000,000)*
Highland Acres Road Reconstruction	STR21001	*0*	*(975,000)*	*0*	*0*	*0*
Total		0	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)
Total Expenditures and Uses		0	(3,435,000)	(6,362,000)	(16,719,100)	(12,541,900)
Change in Fund Balance		0	0	0	0	0
Ending Balance		**0**	**0**	**0**	**0**	**0**

Source		FY '24	FY '25	FY '26	FY '27	FY '28
355 - D&D Program						
Beginning Balance		**380,908**	**52,503**	**195,203**	**105,703**	**16,203**
Revenues and Other Fund Sources						
Revenue						
4610.000 INTEREST EARNED		*8,000*	*500*	*500*	*500*	*100*
Bond proceeds FUTURE BOND ACTION		*0*	*300,000*	*0*	*0*	*300,000*
IDED Grant		*33,993*	*0*	*0*	*0*	*0*
Sale of FA/Reimbursements		*40,000*	*10,000*	*10,000*	*10,000*	*10,000*
Total		81,993	310,500	10,500	10,500	310,100
Other Fund Sources						
Transfer In from GF		*20,000*	*20,000*	*20,000*	*20,000*	*20,000*
Total		20,000	20,000	20,000	20,000	20,000
Total Revenues and Other Fund Sources		101,993	330,500	30,500	30,500	330,100
Total Funds Available		**482,901**	**383,003**	**225,703**	**136,203**	**346,303**
Expenditures and Uses						
Capital Projects & Equipment						
HOUSING						
Dilapidated Building Removal	D&D001	*(430,398)*	*(187,800)*	*(120,000)*	*(120,000)*	*(120,000)*
Total		(430,398)	(187,800)	(120,000)	(120,000)	(120,000)
Total Expenditures and Uses		(430,398)	(187,800)	(120,000)	(120,000)	(120,000)
Change in Fund Balance		(328,405)	142,700	(89,500)	(89,500)	210,100
Ending Balance		**52,503**	**195,203**	**105,703**	**16,203**	**226,303**

Source		FY '24	FY '25	FY '26	FY '27	FY '28
362 - 2020A GO Bond Projects						
Beginning Balance		713,102	608,410	599,659	8,438	8,438
Revenues and Other Fund Sources	DOES NOT REFLECT REALLOCATION OF RR QUIET ZONE FUNDING					
Revenue						
Interest on Investments		*17,000*	*0*	*0*	*0*	*0*
	Total	17,000	0	0	0	0
Total Revenues and Other Fund Sources		17,000	0	0	0	0
Total Funds Available		730,102	608,410	599,659	8,438	8,438
Expenditures and Uses						
Capital Projects & Equipment						
PUBLIC WORKS - INFRASTRUCTURE						
Railroad Quiet Zones	RR 001	*(121,692)*	*(8,751)*	*(591,221)*	*0*	*0*
	Total	(121,692)	(8,751)	(591,221)	0	0
Total Expenditures and Uses		(121,692)	(8,751)	(591,221)	0	0
Change in Fund Balance		(104,692)	(8,751)	(591,221)	0	0
Ending Balance		608,410	599,659	8,438	8,438	8,438

Source		FY '24	FY '25	FY '26	FY '27	FY '28
363- 2021 GO BOND						
Beginning Balance		7,376,741	5,674,959	1,948,449	503,167	503,167
Revenues and Other Fund Sources						
Revenue						
Class Tree Donation (State St)		*40,000*	*0*	*0*	*0*	*0*
Interest		*120,000*	*80,000*	*0*	*0*	*0*
Water Works Contribution (State St)		*262,323*	*0*	*0*	*0*	*0*
	Total	422,323	80,000	0	0	0
Total Revenues and Other Fund Sources		422,323	80,000	0	0	0
Total Funds Available		7,799,064	5,754,959	1,948,449	503,167	503,167
Expenditures and Uses						
Capital Projects & Equipment						
CITY WIDE BUILDING MAINTENANCE						
Generator Replacement - PD/Fire	PDFD_A	*(5,000)*	*(15,000)*	*(420,000)*	*0*	*0*
	Total	(5,000)	(15,000)	(420,000)	0	0
PARK & RECREATION						
Kiwanis Park Improvements	22PR006	*(350,000)*	*0*	*0*	*0*	*0*
Farmer's Market Improvements	FrmrMrkt	*(50,000)*	*0*	*0*	*0*	*0*
	Total	(400,000)	0	0	0	0
PUBLIC WORKS - INFRASTRUCTURE						
Unity Point Secondary Access_ECO 21-001	ECO21001	*(12,796)*	*0*	*0*	*0*	*0*
Fire Intersection Imprvmnt High/6th St	Fire_A	*(35,000)*	*0*	*0*	*0*	*0*
Police-Fire - Remaining SWAP Funds for drive/sdwlk	PDFD_B	*(51,357)*	*0*	*0*	*0*	*0*
South Center St. Viaduct - Ph1_STR 21-002	STR21002	*(60,120)*	*(1,147,282)*	*(1,025,282)*	*0*	*0*
State Street Reconstruction	STR21004	*(955,876)*	*(1,820,002)*	*0*	*0*	*0*
	Total	(1,115,149)	(2,967,284)	(1,025,282)	0	0
STREET IMPROVEMENT PROGRAM						
Boone St Intrstns (15th Ave/16th Ave)_SMW 21-002	SMW21002	*(4,882)*	*0*	*0*	*0*	*0*
FY25 Street Patch Repairs - Labor In House	STR 24-501	*0*	*(45,515)*	*0*	*0*	*0*
E Main St Reconstruction (5th Ave to 12th Ave)	STR22001	*(499,074)*	*(778,711)*	*0*	*0*	*0*
FY24 Street Patch Repairs - Labor In House	STR23501	*(100,000)*	*0*	*0*	*0*	*0*
	Total	(603,956)	(824,226)	0	0	0
Total Expenditures and Uses		(2,124,105)	(3,806,510)	(1,445,282)	0	0
Change in Fund Balance		(1,701,782)	(3,726,510)	(1,445,282)	0	0
Ending Balance		5,674,959	1,948,449	503,167	503,167	503,167

Source			FY '24	FY '25	FY '26	FY '27	FY '28
364- 2022 GO BOND							
Beginning Balance			9,627,478	9,039,006	2,251,717	879,006	879,006
Revenues and Other Fund Sources			SEE FUNDRAISING REVENUE OUTLINED BELOW				
Revenue							
Destination Iowa Grant - Linn Creek bridge			*0*	*50,000*	*319,316*	*0*	*0*
Destination Iowa Grant - Linn Creek Trailhead			*0*	*50,966*	*413,390*	*0*	*0*
Destination Iowa grant -water plaza			*0*	*578,015*	*0*	*0*	*0*
Interest			*300,000*	*80,000*	*30,000*	*0*	*0*
Trails Inc. Trailhead Donation			*0*	*200,000*	*0*	*0*	*0*
Water Works Reimbursement for E Main			*0*	*262,500*	*787,500*	*0*	*0*
Wellmark grant			*100,000*	*0*	*0*	*0*	*0*
		Total	400,000	1,221,481	1,550,206	0	0
Other Fund Sources							
Fundraising			*0*	*161,019*	*1,121,784*	*0*	*0*
		Total	0	161,019	1,121,784	0	0
Total Revenues and Other Fund Sources			400,000	1,382,500	2,671,990	0	0
Total Funds Available			**10,027,478**	**10,421,506**	**4,923,707**	**879,006**	**879,006**
Expenditures and Uses							
Capital Projects & Equipment							
PARK & RECREATION							
Water Plaza (Linn Creek District)	23PR004		*(50,000)*	*(1,200,000)*	*(1,082,750)*	*0*	*0*
Riverview Park Improvements	23PR009		*(198,335)*	*(1,300,000)*	*(1,000,000)*	*0*	*0*
West End Park Improvements Phase II	23PR011		*0*	*(600,000)*	*0*	*0*	*0*
Trail Connection- Freedom Rock to Skate Park	TRL1		*(50,000)*	*(200,000)*	*0*	*0*	*0*
Linn Creek Trail Bridge	TRL2		*(50,000)*	*(700,000)*	*(358,350)*	*0*	*0*
River's Edge Trailhead (incl Linn Creek trailhead)	TRL2023		*(50,000)*	*(800,000)*	*(413,390)*	*0*	*0*
		Total	(398,335)	(4,800,000)	(2,854,490)	0	0
PUBLIC WORKS - INFRASTRUCTURE							
Parking Lot T (w No Spsrd Prjt) _ PLT 23-003	PLT2023v2		*(46,361)*	*(440,000)*	*0*	*0*	*0*
Sidewalk Gap Yr 3 - Hogland	SDW23001		*(10,000)*	*(490,000)*	*0*	*0*	*0*
DIP Phase 2- East Main Street (3rd A-Cntr+Center2)	STR22002		*(433,776)*	*(292,500)*	*(787,500)*	*0*	*0*
		Total	(490,137)	(1,222,500)	(787,500)	0	0
STREET IMPROVEMENT PROGRAM							
E Church St - E of 18th Ave	SIP_F		*(100,000)*	*0*	*0*	*0*	*0*
E Main St Reconstruction (5th Ave to 12th Ave)	STR22001		*0*	*(2,147,289)*	*(402,711)*	*0*	*0*
		Total	(100,000)	(2,147,289)	(402,711)	0	0
Total Expenditures and Uses			(988,472)	(8,169,789)	(4,044,701)	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
364- 2022 GO BOND						
Change in Fund Balance		(588,472)	(6,787,289)	(1,372,711)	0	0
Ending Balance		9,039,006	2,251,717	879,006	879,006	879,006

Source		FY '24	FY '25	FY '26	FY '27	FY '28
365- 2023 GO BOND						
Beginning Balance		0	9,894,993	6,195,488	401,699	401,699
Revenues and Other Fund Sources						
Revenue						
Interest		*300,000*	*100,000*	*0*	*0*	*0*
	Total	300,000	100,000	0	0	0
Bond proceeds						
Bond proceeds net of issuance, discount		*9,683,743*	*0*	*0*	*0*	*0*
	Total	9,683,743	0	0	0	0
Total Revenues and Other Fund Sources		9,983,743	100,000	0	0	0
Total Funds Available		9,983,743	9,994,993	6,195,488	401,699	401,699
Expenditures and Uses						
Capital Projects & Equipment						
PUBLIC WORKS - INFRASTRUCTURE						
DIP Phase 2- East Main Street (3rd A-Cntr+Center2)	STR22002	*0*	*(1,707,500)*	*(5,438,500)*	*0*	*0*
	Total	0	(1,707,500)	(5,438,500)	0	0
STORM WATER - INFRASTRUCTURE						
State St Storm Outlet - N 3rd St to N 4th St	STM_A	*(13,750)*	*(565,250)*	*(131,000)*	*0*	*0*
	Total	(13,750)	(565,250)	(131,000)	0	0
STREET IMPROVEMENT PROGRAM						
18th Ave Patch	SIP_E	*0*	*(125,000)*	*0*	*0*	*0*
Street Improvement Fund - PlaceHolder	SIP_X	*(75,000)*	*(1,347,270)*	*0*	*0*	*0*
FY25 Street Patch Repairs - Labor In House	STR 24-501	*0*	*(54,485)*	*0*	*0*	*0*
E Main St Reconstruction (5th Ave to 12th Ave)	STR22001	*0*	*0*	*(224,289)*	*0*	*0*
	Total	(75,000)	(1,526,755)	(224,289)	0	0
Total Expenditures and Uses		(88,750)	(3,799,505)	(5,793,789)	0	0
Change in Fund Balance		9,894,993	(3,699,505)	(5,793,789)	0	0
Ending Balance		9,894,993	6,195,488	401,699	401,699	401,699

Source		FY '24	FY '25	FY '26	FY '27	FY '28
389- AMERICAN RESCUE PLAN						
Beginning Balance		2,515,537	0	0	0	0
		CAPITAL PROJECTS ONLY				
Expenditures and Uses						
Capital Projects & Equipment						
PUBLIC WORKS - INFRASTRUCTURE						
Edgewood Extension_STR 19-003	STR19003	*(53,796)*	*0*	*0*	*0*	*0*
State Street Reconstruction	STR21004	*(2,461,741)*	*0*	*0*	*0*	*0*
	Total	(2,515,537)	0	0	0	0
Total Expenditures and Uses		(2,515,537)	0	0	0	0
Change in Fund Balance		(2,515,537)	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
395 - ECON DEV PROJ FUND						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources						
Revenue						
No Funds		*0*	*0*	*0*	*0*	*0*
Developer Agreement (S 7th Ave)		*91,760*	*0*	*0*	*0*	*0*
	Total	91,760	0	0	0	0
Total Revenues and Other Fund Sources		91,760	0	0	0	0
Total Funds Available		91,760	0	0	0	0
Expenditures and Uses						
Capital Projects & Equipment						
PUBLIC WORKS - INFRASTRUCTURE						
South 7th Ave. Extension_(Div 1&2 Only) ECO 22-001	ECO22001	*(91,760)*	*0*	*0*	*0*	*0*
	Total	(91,760)	0	0	0	0
Total Expenditures and Uses		(91,760)	0	0	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
612 - WPCP REVENUE FUND						
Beginning Balance		0	24,000	42,750	42,750	18,750
Revenues and Other Fund Sources						
USER FEES						
4433.000 SEWER RENTALS		*801,642*	*1,556,900*	*1,027,248*	*974,280*	*656,100*
	Total	801,642	1,556,900	1,027,248	974,280	656,100
Total Revenues and Other Fund Sources		801,642	1,556,900	1,027,248	974,280	656,100
Total Funds Available		**801,642**	**1,580,900**	**1,069,998**	**1,017,030**	**674,850**
Expenditures and Uses						
Capital Projects & Equipment						
ENGINEERING DIVISION						
Field Tablet with GIS Collection Pole	3504	*(5,160)*	*0*	*0*	*0*	*0*
Survey/Inspection Truck	E2131	*0*	*0*	*0*	*(10,000)*	*0*
Engineering SUV	E2132	*0*	*0*	*0*	*0*	*(6,900)*
Engineering - CAD/Computer Workstations	E2189	*0*	*0*	*(1,650)*	*0*	*0*
	Total	(5,160)	0	(1,650)	(10,000)	(6,900)
PUBLIC WORKS - INFRASTRUCTURE						
State Street Reconstruction	STR21004	*(490,250)*	*0*	*0*	*0*	*0*
	Total	(490,250)	0	0	0	0
SAN & STRM SEWER DIVISIONS						
Air Compressor	SWR 5000 004	*0*	*(12,000)*	*0*	*0*	*0*
TV Transporter Truck	SWR 5000 008	*0*	*0*	*0*	*(60,000)*	*0*
Pole Camera	SWR 5000 022	*0*	*(12,000)*	*0*	*0*	*0*
Push Camera	SWR 5000 023	*(13,032)*	*0*	*0*	*0*	*0*
Pickup Truck - Superintendent	VEH 9000 002	*0*	*(28,200)*	*0*	*0*	*0*
Pickup Truck - Locate Vehicle	VEH 9000 017	*0*	*0*	*0*	*(24,000)*	*0*
Sewer Fleet Maintenance Truck - 1 Ton Dump	VEH 9000 018	*0*	*0*	*0*	*0*	*(30,000)*
Sewer Fleet Maintenance Truck - 1 Ton Dump	VEH 9000 019	*0*	*0*	*0*	*0*	*(30,000)*
Backhoe (Replace 1997)	VEH 9000 020	*0*	*0*	*(44,000)*	*0*	*0*
	Total	(13,032)	(52,200)	(44,000)	(84,000)	(60,000)
SANITARY SEWER LIFT STATIONS						
PUMP #1 REPLACEMENT	LEN 3500 001	*0*	*(7,000)*	*0*	*0*	*0*
PUMP #2 REPLACEMENT	LEN 3500 002	*0*	*(7,000)*	*0*	*0*	*0*
PUMP #1 REPLACEMENT-E MAIN LIFT STATION	MAI 1000 002	*0*	*(30,000)*	*0*	*0*	*0*
PUMP #1 REBUILD	MAI 1000 003	*0*	*(3,000)*	*0*	*0*	*0*
PUMP #2 REPLACEMENT-E MAIN LIFT STATION	MAI 1000 004	*0*	*(30,000)*	*0*	*0*	*0*
PUMP #2 REBUILD	MAI 1000 005	*0*	*0*	*0*	*(3,000)*	*0*
TELEMETRY UPGRADE-E MAIN LIFT STATION	MAI 1000 007	*0*	*0*	*(35,000)*	*0*	*0*
LEVEL CONTROLLER	MAI 1000 008	*0*	*(2,100)*	*0*	*0*	*0*
WETWELL DUCT AND EXHAUST-E MAIN STATION	MAI 1000 016	*0*	*0*	*0*	*0*	*(3,000)*
ELECTRICAL PANEL MAINTENANCE	MAR 2000 005	*(8,000)*	*0*	*0*	*0*	*0*

Source		FY '24	FY '25	FY '26	FY '27	FY '28
612 - WPCP REVENUE FUND						
SPARE PUMP	MAR 2000 008	0	0	(3,200)	0	0
PUMP #1 REPLACEMENT	SUM 6000 001	(6,000)	0	0	0	0
PUMP #2 REPLACEMENT	SUM 6000 003	(6,000)	0	0	0	0
REPLACE 50KW PORT. GENERATOR-SANITARY SEWERS	SWR 5000 002	0	0	0	(75,000)	0
PAINT, SEAL, CAULK, & PAINT ROOF-TURNER LIFT STATI	TUR 7000 001	0	0	(10,000)	0	0
ELECTRICAL PANEL MAINTENANCE-TURNER LIFT STATION	TUR 7000 013	0	0	(8,000)	0	0
RADIO TELEMETRY SYSTEM-TURNER LIFT STATION	TUR 7000 014	0	(18,000)	0	0	0
SIPHON FLOW METER	TUR 7000 016	0	0	(1,800)	0	0
SIPHON WETWELL METER	TUR 7000 017	0	0	(1,800)	0	0
ACTUATOR/ WEIR GATE	TUR 7000 018	0	0	(4,000)	0	0
ACTUATOR/PLANT GATE	TUR 7000 019	0	0	(4,000)	0	0
PAINT INTERIOR	YMC 9500 001	0	(4,950)	0	0	0
ROOF REPLACEMENT	YMC 9500 002	0	0	0	(5,000)	0
TUCK POINT BRICK & SEAL	YMC 9500 003	0	0	0	0	(5,000)
PUMP #2 REBUILD-YMCA LIFT STATION	YMC 9500 006	(20,000)	0	0	0	0
PUMP #3 REBUILD-YMCA LIFT STATION	YMC 9500 008	(20,000)	0	0	0	0
	Total	(60,000)	(102,050)	(67,800)	(83,000)	(8,000)
UTILITY (ELEC/FACIL) DIVISION						
Repeater at High Street Tower (for radio coms)	UTIL_A	0	(3,600)	0	0	0
	Total	0	(3,600)	0	0	0
WPCP DIVISION						
OVERHEAD DOOR -MAINTENANCE SHOP	BFP 0900 002	0	0	0	(2,800)	0
TEST GAS BALL	BGR 0700 001	0	0	0	0	(15,000)
BOILER #1-BOILER BLDG	BLR 1200 001	0	0	0	(60,000)	0
MEMBRANE ROOF REPLACEMENT-BOILER BLDG	BLR 1200 003	0	0	(15,000)	0	0
HWP #1 REPLACEMENT-BOILER BLDG	BLR 1200 010	0	0	(15,000)	0	0
HWP #2 REPLACEMENT - BOILER BLDG	BLR 1200 012	0	0	(15,000)	0	0
RE-ROOF - ENGINE BUILDING	CMP 1500 002	0	0	(25,000)	0	0
RAW WASTE PUMP #3 - COMPRESSOR BLDG	CMP 1500 014	0	(20,000)	0	0	0
HOFFMAN BLOWER #3 BEARINGS-COMP BLDG	CMP 1500 028	0	0	(2,000)	0	0
GENERATOR CONTROL REPLACEMENT-COMP BLDG	CMP 1500 033	0	0	0	0	(180,000)
NORTH TUNNEL MLSS XFER PUMP-COMP BLDG	CMP 1500 042	0	0	(10,000)	0	0
AIR COMPRESSOR #1, #2 REPLACEMENT-SUB BASEMENT	CMP 1500 044	0	(70,000)	0	0	0
MAU - 1- COMP BLDG	CMP 1500 049	0	(70,000)	0	0	0
FLUID COOLER-COMP BLDG	CMP 1500 051	0	0	(25,000)	0	0
HOT WATER CIRC PUMP DRIVES - COMP BLDG	CMP 1500 056	0	0	0	0	(3,000)
CONCENTRATE DRIVE (EAST)-& (WEST) CONCENTRATE BLDG	CNC 1700 001	0	0	0	(30,000)	0
RE-ROOF DAF-MAINT SHOP BLDG	DAF 1900 001	0	0	(20,000)	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
612 - WPCP REVENUE FUND						
VENTILATION DAF ROOM-DAF BLDG	DAF 1900 004	0	0	0	0	(4,000)
DAF #1 INLET FLOW METER-DAF BLDG	DAF 1900 015	0	0	0	(3,120)	0
DAF #1 RECYCLE FLOW METER-DAF BLDG	DAF 1900 016	0	0	0	(3,120)	0
DAF #2 INLET FLOW METER-DAF BLDG	DAF 1900 018	0	0	0	(3,120)	0
DAF #2 RECYCLE FLOW METER-DAF BLDG	DAF 1900 019	0	0	0	(3,120)	0
AIR DIA. PUMP #1 REPLACEMENT-DIG CONTR BLDG	DCB 2100 014	0	(20,000)	0	0	0
AIR DIA. PUMP #2 REPLACEMENT-DIG CONTR BLDG	DCB 2100 015	0	(20,000)	0	0	0
GAS COMPRESSOR #2 REBUILD-DIG CONTR BLDG	DCB 2100 019	0	0	(9,000)	0	0
MAU - 2 (CONCENTRATE)-DIG CONTR BLDG	DCB 2100 031	0	0	0	(60,000)	0
WEMCO PUMP #2 (LOWER LEVEL)-DIG CONTR BLDG	DCB 2100 033	0	(50,000)	0	0	0
DAY TANK PROPELLER MIXER-DIG CONTR BLDG	DCB 2100 035	0	(13,000)	0	0	0
DIG FEED PUMP #1-DIG CONTR BLDG	DCB 2100 037	0	(10,000)	0	0	0
DIG FEED PUMP GRINDER-DIG CONTR BLDG	DCB 2100 041	0	(10,000)	0	0	0
DIG TRANSER PUMP #2 REPLACEME-DIG CONTR BLDG	DCB 2100 044	0	(10,000)	0	0	0
DIG TRANS PUMP GRINDER REPLACE-DOG CONTR BLDG	DCB 2100 047	(18,000)	0	0	0	0
SPARE GRINDER-DIG CONTR BLDG	DCB 2100 049	0	(8,000)	0	0	0
GAS COMPRESSOR #1 SEPERATOR-DIG CONTR BLDG	DCB 2100 052	0	0	(4,750)	0	0
GAS COMPRESSOR #2 SEPERATOR-DIG CONTR BLDG	DCB 2100 053	0	0	(4,750)	0	0
#1 WEMCO PUMP-DIG CONTR BLDG	DCB 2100 054	(9,000)	0	0	0	0
WEMCO #3-DIG CONTR BLDG (REAR)	DCB 2100 056	0	(30,000)	0	0	0
MEMBRANE ROOF REPLACEMENT-DIG #2	DG2 2002 001	0	0	0	(80,000)	0
PAINT LID-DIG #2	DG2 2002 003	0	0	0	(74,000)	0
CLEAN DIGESTER-DIG #2	DG2 2002 011	0	0	0	(20,000)	0
REBUILD DRIVE - FINAL,#3	FCL 3100 002	0	0	(15,000)	0	0
CLARIFIER EQUIPMENT REPLACEMENT-FINAL #3	FCL 3100 005	0	0	0	0	(30,000)
F.E.B. VALVE REBUILD & ACUATOR REPLACEMENT	FEB 2900 002	0	0	(5,050)	0	0
GLYCOL VENTILATION SYSTEM- LAB BLDG	LAB 3700 005	0	0	0	(7,000)	(80,000)
HEATING & COOLING -LAB BLDG	LAB 3700 006	(12,000)	0	0	0	0
60" LAB HOOD LAB BLDG	LAB 3700 027	0	(7,000)	0	0	0
KJELDAHL DISTILLATION UNIT	LAB 3700 031	0	(20,000)	0	0	0
REPLACE PRIMARY #1-3 RETURN RAILS	PCL 4900 001	0	0	0	0	(80,000)
REBUILD #1,2,3 PRIMARY CLARIFIER	PCL 4900 002	0	0	(60,000)	0	0
REPLACE PRIMARY #4-5 RETURN RAILS	PCL 4900 003	0	0	0	(26,000)	0
REBUILD #4, 5 PRIMARY CLARIFIER	PCL 4900 007	0	0	(60,000)	0	0
PRIMARY CLARIFIER#1 WEIR REPLACEMENT	PCL 4900 013	0	(50,000)	0	0	0
PRIMARY CLARIFIER #2 WEIR REPLACEMENT	PCL 4900 015	0	(50,000)	0	0	0
PRIMARY CLARIFIER #3 WEIR REPLACEMENT	PCL 4900 016	0	(50,000)	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
612 - WPCP REVENUE FUND						
PUMP #4 REBUILD-PRELIM BLDG	PLM 4700 017	0	(25,000)	0	0	0
PUMP #5 REBUILD-PRELIM BLD	PLM 4700 019	0	(25,000)	0	0	0
VFD REPLACEMENT(4,5,)-PRELIM BLDG	PLM 4700 025	0	0	(12,000)	0	0
VFD REPLACEMENT (1,2,3&6)-PRELIM BLDG	PLM 4700 028	0	0	(24,000)	0	0
MAU-3 REBUILD-PRELIM BLDG	PLM 4700 033	0	0	0	0	(10,000)
VERTICAL TURBINE PUMP #1-PRELIM BLDG	PLM 4700 035	0	0	0	0	(50,000)
VERT TURBINE PUMP #1,#2,#3,#6 REBUILD-PRELIM BLDG	PLM 4700 036	0	(60,000)	0	0	0
VERTICAL TURBINE PUMP#2 REPLAC-PRELIM BLDG	PLM 4700 037	0	0	0	(50,000)	0
VERTICAL TURBINE PUMP #3 REPLA-PRELIM BLDG	PLM 4700 039	0	0	0	(50,000)	0
VERTICAL TURBINE PUMP #6 REPLA-PRELIM BLDG	PLM 4700 041	0	0	0	(50,000)	0
PRESSURE WASHING SYSTEM-PRELIM BLDG	PLM 4700 044	0	0	0	0	(11,000)
BIOSOLIDS LOADING PUMP #1,#2 -PRELIM BLDG	PLM 4700 045	0	(20,000)	0	0	0
SLUDGE LOADING FLOW METER	PLM 4700 053	0	0	0	0	(13,000)
REROOF PRELIM ELEC BLDG	PLM 4700 062	0	0	0	0	(2,000)
RESEAL PRELIM ELEC BLDG	PLM 4700 063	0	0	0	0	(1,200)
PAINT INTERIOR PRELIM ELEC BLDG	PLM 4700 065	0	0	0	0	(1,800)
PLANT SECURITY-PLANT	PLT 4500 001	0	0	0	(50,000)	0
VALVE EXERCISER-PLANT	PLT 4500 005	0	0	0	0	(8,000)
JBS LAGOON-TELEMETRY	PLT 4500 020	0	0	(15,000)	0	0
MCC ELECTRICAL MAINTENANCE-PLANT	PLT 4500 021	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
DO METER CONTROLLERS-9- PLANT, SBR,	PLT 4500 152	0	(30,000)	0	0	0
DO METER PROBES -9- PLANT, SBR, EFF	PLT 4500 153	0	(30,000)	0	0	0
RE-ROOF BUILDING-SBR BLDG	SBB 1100 001	0	0	(9,131)	0	0
RAW PUMP #2 REPLACEMENT-SBR BLDG	SBB 1100 012	0	0	(25,000)	0	0
EFFLUENT WATER STRAINER-SBR BLDG	SBB 1100 018	0	0	0	0	0
GAS MONITOR-SBR BLDG	SBB 1100 021	0	(6,000)	0	0	0
SBR Blowe-SBR BLDG	SBB 1100 031	(50,000)	0	0	0	0
REPLACE SBR MIXER #1-SBR TANK#1	SBR 5500 002	0	0	(25,000)	0	0
REPLACE SBR DECANTOR #1-SBR TANK #1	SBR 5500 006	0	0	(38,000)	0	0
REPLACE SBR DECANTOR #2-SBR TANK #2	SBR 5500 007	0	0	(38,000)	0	0
SBR AERATION SYSTEM REPLACEMENT	SBR 5500 035	(50,000)	(550,000)	0	0	0
MCC J&K REPLACEMENT - SBR	SBR 5500 060	0	(100,000)	(100,000)	0	0
WASTING PUMP #1 REPLACEMENT-SECONDARY CONTR BLDG	SCB 5300 010	(5,700)	0	0	0	0
WASTING PUMP #2 REPLACEMENT-SECONDARY CONTR BLDG	SCB 5300 012	(5,700)	0	0	0	0
REPLACE PRIMARY SAMPLER-SECONDARY CONTR BLDG	SCB 5300 014	0	0	0	0	(5,700)
JET PUMP #1A,#2A,#3A VFD-SECONDARY CONTR BLDG	SCB 5300 023	0	0	(36,000)	0	0
JET PUMP #1B VFD-SECONDARY CONTR BLDG	SCB 5300 024	(12,000)	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
612 - WPCP REVENUE FUND						
REPLACE JET PUMP/MOTOR #1A	SCB 5300 16	*0*	*0*	*(75,000)*	*0*	*0*
REPLACE JET PUMP/MOTOR #1B	SCB 5300 17	*0*	*0*	*0*	*(75,000)*	*0*
REPLACE JET PUMP/MOTOR #2A	SCB 5300 18	*0*	*0*	*0*	*(75,000)*	*0*
REPLACE JET PUMP/MOTOR #2B	SCB 5300 19	*0*	*0*	*0*	*(75,000)*	*0*
REPLACE JET PUMP/MOTOR #3A	SCB 5300 20	*0*	*0*	*(75,000)*	*0*	*0*
REPLACE JET PUMP/MOTOR #3B	SCB 5300 21	*0*	*0*	*(75,000)*	*0*	*0*
JET PUMP # 3B VFD-SECONDARY CONTRO BLDG	SCB 5300 29A	*(12,000)*	*0*	*0*	*0*	*0*
MIXER #1 REPLACEMENT SLUDGE TANK#5	SH5 5900 001	*0*	*0*	*0*	*0*	*(60,000)*
SLUDGE TANK #5 -MOORING CABLES	SH5 5900 002	*0*	*0*	*0*	*(2,000)*	*0*
SLUDGE TANK #6 MOORING CABLES	SH6 5900 005	*0*	*0*	*0*	*(2,000)*	*0*
AERATION MIXER-LIME SILO	SLO 4000 004	*0*	*0*	*(10,000)*	*0*	*0*
RE-ROOF -SLUDGE TRANSFER BLDG	STP 6100 001	*0*	*0*	*(1,461)*	*0*	*0*
SLUDGE FLOW METER-SLUDGE TRANSFER BLDG	STP 6100 006	*(8,500)*	*0*	*0*	*0*	*0*
RE-ROOF UV DISINFECTION BLDG	UVB 6900 001	*0*	*0*	*(1,656)*	*0*	*0*
FINAL EFFLUENT SS ANALYZER-UV CHANNEL	UVC 7100 002	*0*	*0*	*(8,000)*	*0*	*0*
PICKUP 1/2 TON CREW - VEHICLE	VEH 8100 009	*0*	*0*	*(40,000)*	*0*	*0*
WASTE HOLDING PUMP #2	WHT 8800 001	*(6,300)*	*0*	*0*	*0*	*0*
WASTE HOLDING PUMP #1	WHT 8800 002	*0*	*(6,300)*	*0*	*0*	*0*
WASTE HOLDING PUMP SPARE	WHT 8800 003	*0*	*0*	*0*	*0*	*(6,500)*
	Total	(209,200)	(1,380,300)	(913,798)	(821,280)	(581,200)
Total Expenditures and Uses		(777,642)	(1,538,150)	(1,027,248)	(998,280)	(656,100)
Change in Fund Balance		24,000	18,750	0	(24,000)	0
Ending Balance		**24,000**	**42,750**	**42,750**	**18,750**	**18,750**

Source		FY '24	FY '25	FY '26	FY '27	FY '28
615 - WPCP IMPROVMNTS						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources						
Revenue						
Sewer User Fees		*104,000*	*3,655,709*	*1,404,000*	*0*	*0*
State Revolving Fund Loan		*6,840,840*	*339,321*	*0*	*0*	*0*
	Total	6,944,840	3,995,030	1,404,000	0	0
Total Revenues and Other Fund Sources		6,944,840	3,995,030	1,404,000	0	0
Total Funds Available		**6,944,840**	**3,995,030**	**1,404,000**	**0**	**0**
Expenditures and Uses						
Capital Projects & Equipment						
WPCP DIVISION						
[HWP]_SUPERVISORY CONTROL UPGRADE-BOILER BLDG	BLR 1200 015	*(15,000)*	*0*	*0*	*0*	*0*
[HWP]_MASTER RADIO - RTU-COMP BLDG	CMP 1500 046	*(25,000)*	*0*	*0*	*0*	*0*
[HWP]_SUPERVISORY CONTROL UPGRADE-COMP BLDG	CMP 1500 055	*(15,000)*	*0*	*0*	*0*	*0*
DAF #1 REPLACE w/ RDT-DAF BLDG	DAF 1900 013	*(52,000)*	*(754,000)*	*(702,000)*	*0*	*0*
DAF #2 REPLACE w/ RDT-DAF BLDG	DAF 1900 014	*(52,000)*	*(754,000)*	*(702,000)*	*0*	*0*
[HWP]_SUPERVISORY CONTROL UPGRADE-DAF BLDG	DAF 1900 025	*(15,000)*	*0*	*0*	*0*	*0*
[HWP]_DIG#3 - MIXER #1 REPLACEMENT-DIG #3	DG3 2003 004	*(25,000)*	*0*	*0*	*0*	*0*
[HWP]_DIG#3 - MIXER #1 REBUILD	DG3 2003 005	*(25,000)*	*0*	*0*	*0*	*0*
[HWP]_SCADA WONDERWARE SOFTWARE UPGRADE- LAB BLDG	LAB 3700 025	*(160,000)*	*0*	*0*	*0*	*0*
[HWP]_MAU -3 REPLACEMENT-PRELIM BLDG	PLM 4700 032	*(40,000)*	*0*	*0*	*0*	*0*
[HWP]_SUPERVISORY CONTROL UPGRADE-PRELIM BLDG	PLM 4700 034	*(25,000)*	*0*	*0*	*0*	*0*
[HWP]_PRELIM VALVE ACTUATOR TO FEB	PLM 4700 051	*0*	*(10,000)*	*0*	*0*	*0*
[HWP]_HEADWORKS EQUIP REPL PROJECT	PLM 4700 067	*(6,368,340)*	*(2,477,030)*	*0*	*0*	*0*
[HWP]_INDUSTRIAL PC REPLACEMENT-ALL	PLT 4500 012	*(100,000)*	*0*	*0*	*0*	*0*
[HWP]_SUPERVISORY CONTROL UPGRD-SECDRY CONTRO BLDG	SCB 5300 032	*(15,000)*	*0*	*0*	*0*	*0*
[HWP]_INDUSTRIAL PC UPGRADE-SECONDARY CONTR BLDG	SCB 5300 033	*(12,500)*	*0*	*0*	*0*	*0*
	Total	(6,944,840)	(3,995,030)	(1,404,000)	0	0
Total Expenditures and Uses		(6,944,840)	(3,995,030)	(1,404,000)	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
616 - SAN SWR REHAB						
Beginning Balance		0	0	0	0	0
Revenues and Other Fund Sources						
User Fees						
4433.000 SEWER RENTALS		*3,168,712*	*150,000*	*3,250,000*	*0*	*0*
	Total	3,168,712	150,000	3,250,000	0	0
Total Revenues and Other Fund Sources		3,168,712	150,000	3,250,000	0	0
Total Funds Available		**3,168,712**	**150,000**	**3,250,000**	**0**	**0**
Expenditures and Uses						
Capital Projects & Equipment						
PUBLIC WORKS - INFRASTRUCTURE						
Sanitary Sewer Rehab Project	SAN_A	*0*	*(150,000)*	*(3,250,000)*	*0*	*0*
Sanitary Sewer CIPP Project_SAN 21-001	SAN21001	*(3,168,712)*	*0*	*0*	*0*	*0*
	Total	(3,168,712)	(150,000)	(3,250,000)	0	0
Total Expenditures and Uses		(3,168,712)	(150,000)	(3,250,000)	0	0
Change in Fund Balance		0	0	0	0	0
Ending Balance		0	0	0	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
690 - TRANSIT						
Beginning Balance		1,005,656	903,095	648,283	252,783	192,783
Revenues and Other Fund Sources						
Revenue						
Federal Grant (2 x 85% Bus Purchase)		*0*	*0*	*1,108,910*	*0*	*0*
Federal Grant (85% Bus Purchase)		*0*	*458,150*	*0*	*0*	*0*
	Total	0	458,150	1,108,910	0	0
Total Revenues and Other Fund Sources		0	458,150	1,108,910	0	0
Total Funds Available		1,005,656	1,361,245	1,757,193	252,783	192,783
Expenditures and Uses						
Capital Projects & Equipment						
CITY WIDE BUILDING MAINTENANCE						
Wash Bay Renovations	PWB_A	*(25,000)*	*(16,667)*	*0*	*0*	*0*
PWB - Mens Restroom Partition Replacement	PWB_D	*0*	*(2,500)*	*0*	*0*	*0*
	Total	(25,000)	(19,167)	0	0	0
TRANSIT DIVISION						
Transit Signs & Benches	F1000	*0*	*(10,000)*	*(10,000)*	*0*	*0*
Transit Bus Cameras (Repair & Maintenance)	F1001	*(12,561)*	*0*	*0*	*0*	*0*
Bus Lift - Post System	TRST_E_A	*0*	*0*	*0*	*(60,000)*	*0*
New Bus - Replace #011 [actually #991]	TRST_V_A	*0*	*0*	*(747,205)*	*0*	*0*
New Bus - Replace #013	TRST_V_B	*0*	*0*	*(747,205)*	*0*	*0*
Engine Replacement on 2010 Gillig	TRST_V_C	*(65,000)*	*0*	*0*	*0*	*0*
New Bus - Replace #109	V3410	*0*	*(658,795)*	*0*	*0*	*0*
Two Used Cy Ride Buses	V3422	*0*	*(5,000)*	*0*	*0*	*0*
	Total	(77,561)	(673,795)	(1,504,410)	(60,000)	0
UTILITY (ELEC/FACIL) DIVISION						
Repeater at High Street Tower (for radio coms)	UTIL_A	*0*	*(20,000)*	*0*	*0*	*0*
	Total	0	(20,000)	0	0	0
Total Expenditures and Uses		(102,561)	(712,962)	(1,504,410)	(60,000)	0
Change in Fund Balance		(102,561)	(254,812)	(395,500)	(60,000)	0
Ending Balance		903,095	648,283	252,783	192,783	192,783

Source		FY '24	FY '25	FY '26	FY '27	FY '28
740/741 - STORM WATER						
Beginning Balance		797,609	360,160	247,960	(107,640)	(295,307)
Revenues and Other Fund Sources						
Revenue						
4427.000 Storm Water Charges		0	0	0	0	0
	Total	0	0	0	0	0
Total Revenues and Other Fund Sources		0	0	0	0	0
Total Funds Available		797,609	360,160	247,960	(107,640)	(295,307)
Expenditures and Uses						
Capital Projects & Equipment						
ENGINEERING DIVISION						
Field Tablet with GIS Collection Pole	3504	(3,440)	0	0	0	0
Survey/Inspection Truck	E2131	0	0	0	(6,667)	0
Engineering SUV	E2132	0	0	0	0	(4,600)
Engineering - CAD/Computer Workstations	E2189	0	0	(1,100)	0	0
Storm Water Coordinator Truck/SUV	ENG_A	0	0	(23,500)	0	0
	Total	(3,440)	0	(24,600)	(6,667)	(4,600)
PUBLIC WORKS - INFRASTRUCTURE						
South 7th Ave. Extension_(Div 1&2 Only) ECO 22-001	ECO22001	68,338	0	0	0	0
	Total	68,338	0	0	0	0
SAN & STRM SEWER DIVISIONS						
Air Compressor	SWR 5000 004	0	(8,000)	0	0	0
TV Transporter Truck	SWR 5000 008	0	0	0	(40,000)	0
Pole Camera	SWR 5000 022	0	(8,000)	0	0	0
Pickup Truck - Superintendent	VEH 9000 002	0	(18,800)	0	0	0
Pickup Truck - Locate Vehicle	VEH 9000 017	0	0	0	(16,000)	0
Sewer Fleet Maintenance Truck - 1 Ton Dump	VEH 9000 018	0	0	0	0	(20,000)
Sewer Fleet Maintenance Truck - 1 Ton Dump	VEH 9000 019	0	0	0	0	(20,000)
Backhoe (Replace 1997)	VEH 9000 020	0	0	(66,000)	0	0
	Total	0	(34,800)	(66,000)	(56,000)	(40,000)
STORM SEWER LIFT STATIONS						
MAJ REBUILD DISCHARG PUMP # 1-18TH AVE STATION	18A 5910 001	0	0	(50,000)	0	0
MAJ REBUILD DISCHARG PUMP # 3-18TH AVE STATION	18A 5910 003	0	0	0	0	(35,000)
TELEMETRY-18TH AVE STATION	18A 5910 011	0	0	(50,000)	0	0
REPLACE DRAIN MH PUMP # 1-18TH AVE STATION	18A 5910 012	0	0	(10,000)	0	0
REPLACE DRAIN MH PUMP # 2-18TH AVE STATION	18A 5910 013	0	0	(10,000)	0	0
SEAL, CAULK & PAINT-18TH AVE STATION	18A 5910 014	0	0	0	(10,000)	0
AIR CONDITIONING UNIT-1 NORTH	18A 5910 018	0	0	(10,000)	0	0
AIR CONDITIONING UNIT-2 SOUTH	18A 5910 019	0	0	(10,000)	0	0

Source		FY '24	FY '25	FY '26	FY '27	FY '28
740/741 - STORM WATER						
WET WELL CLEANING	18A 5910 020	*0*	*0*	*(50,000)*	*0*	*0*
BAR SCREEN INSTALL	18A 5910 021	*0*	*0*	*0*	*0*	*(50,000)*
SEAL, CAULK, & PAINT ROOF	RIV 5900 001	*(4,000)*	*0*	*0*	*0*	*0*
PUMP #2 REBUILD MOTOR	RIV 5900 007	*0*	*(10,000)*	*0*	*0*	*0*
STANDBY GENSET REBUILD	RIV 5900 033	*0*	*0*	*(10,000)*	*0*	*0*
REPLACE 250KW GENERATOR-SEWER	SWR 5000 012	*0*	*0*	*0*	*0*	*(175,000)*
	Total	(4,000)	(10,000)	(200,000)	(10,000)	(260,000)
STORM WATER - INFRASTRUCTURE						
Levee Gate Repair near 18th Ave Lift Station	LEV_A	*0*	*0*	*0*	*(50,000)*	*0*
Levee Inspection - Minor Issue Repairs	LEV_B	*(15,000)*	*(15,000)*	*(15,000)*	*(15,000)*	*(15,000)*
Dredging - Regional Stormwater Retention	P100	*0*	*0*	*0*	*0*	*(1,800,000)*
4th St/Meadow Ln. Storm Sewer_SMW17001	SMW17001	*(433,347)*	*0*	*0*	*0*	*0*
STORM WATER EMERGENCY REPAIRS	STM SOS	*(50,000)*	*(50,000)*	*(50,000)*	*(50,000)*	*(50,000)*
	Total	(498,347)	(65,000)	(65,000)	(115,000)	(1,865,000)
UTILITY (ELEC/FACIL) DIVISION						
Repeater at High Street Tower (for radio coms)	UTIL_A	*0*	*(2,400)*	*0*	*0*	*0*
	Total	0	(2,400)	0	0	0
Total Expenditures and Uses		(437,449)	(112,200)	(355,600)	(187,667)	(2,169,600)
Change in Fund Balance		(437,449)	(112,200)	(355,600)	(187,667)	(2,169,600)
Ending Balance		**360,160**	**247,960**	**(107,640)**	**(295,307)**	**(2,464,907)**

Source			FY '24	FY '25	FY '26	FY '27	FY '28
750 - COMPOST							
Beginning Balance			200,498	146,498	146,498	146,498	146,498
Expenditures and Uses							
Capital Projects & Equipment							
COMPOST DIVISION							
Vibratory Screen	E2192		*0*	*0*	*0*	*0*	*(150,000)*
Compost Turner	E2196		*(19,000)*	*0*	*0*	*0*	*0*
		Total	(19,000)	0	0	0	(150,000)
STREET DIVISION							
Track Skid Loader	E3943		*(35,000)*	*0*	*0*	*0*	*0*
		Total	(35,000)	0	0	0	0
Total Expenditures and Uses			(54,000)	0	0	0	(150,000)
Change in Fund Balance			(54,000)	0	0	0	(150,000)
Ending Balance			146,498	146,498	146,498	146,498	(3,502)

MARSHALLTOWN
IOWA

PROJECTED FUND BALANCES
3/21/2024

Fund	Ending 6/30/23	FY24 Amended Net Budget	Projected 6/30/24 Ending Balance	FY25 Net Budget	Projected 6/30/25 Ending Balance
300 - CIP COLLECTION FUND	389,865.65	(107,618.00)	282,247.65	(113,898.00)	168,349.65
311 - RISE STREET GRANTS	(3,632,998.53)	3,697,228.00	64,229.47	(1,000,000.00)	(935,770.53)
312 - AIRPORT PROJECT FUND	122,392.82	(125,446.00)	(3,053.18)	(40,000.00)	(43,053.18)
320 - SPECIAL ASSESSMENT PROJECTS	(14,510.95)	-	(14,510.95)	-	(14,510.95)
340 - BIKE PATH PROJECT FUND	(1,511.60)	4,051.00	2,539.40	(1,637,540.00)	(1,635,000.60)
341 - TREES FOREVER PROJECT	25,667.35	(4,200.00)	21,467.35	(4,200.00)	17,267.35
350 - GO BONDS CAPITAL PROJECTS	9,341.72	200.00	9,541.72	200.00	9,741.72
355 - 2015 GO BONDS (D&D)	380,907.57	(328,405.00)	52,502.57	142,700.00	195,202.57
361 - LIBRARY BUILDING ADDITION	1,626.33	(1,626.00)	0.33	-	0.33
362 - 2020 GO BONDS	713,101.88	(104,692.00)	608,409.88	(8,751.00)	599,658.88
363 - 2021 GO BONDS	7,376,741.08	(1,726,782.00)	5,649,959.08	(3,726,510.00)	1,923,449.08
364 - 2022 GO BONDS	9,627,478.41	(513,472.00)	9,114,006.41	(6,787,289.00)	2,326,717.41
365 - 2023 GO BONDS	-	9,894,993.00	9,894,993.00	(3,699,505.00)	6,195,488.00
389 - AMERICAN RESCUE PLAN	3,105,941.21	(2,709,340.00)	396,601.21	(357,077.00)	39,524.21
395 - ECONOMIC DEVELOPMENT PROJE	-	136,500.00	136,500.00	-	136,500.00
	18,104,042.94	8,111,391.00	26,215,433.94	(17,231,870.00)	8,983,563.94

Budget Comparison Report
Account Detail

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Fund: 300 - CIP COLLECTION FUND								
Revenue								
300.6021.4011.000	DELIQUENT PROPERTY TAXES	424.73	0.00	50.30	0.00	0.00	0.00	0.00%
300.6021.4085.000	PROP TAX CAPITAL IMPROVMI	523,250.73	558,845.00	314,312.92	558,845.00	609,740.00	50,895.00	9.11%
300.6021.4110.000	UTILITY EXCISE TAX	59,321.63	68,398.00	33,790.46	68,398.00	70,210.00	1,812.00	2.65%
300.6021.4150.000	CURRENT MOBILE HOME TAXE	497.45	0.00	331.45	0.00	0.00	0.00	0.00%
300.6021.4151.000	DELIQ MOBILE HOME TAXES	30.62	0.00	29.67	0.00	0.00	0.00	0.00%
300.6021.4332.000	AGED INCOME CREDIT	507.26	0.00	492.36	0.00	0.00	0.00	0.00%
300.6021.4333.000	DISABLED HOMESTEAD CREDI	1,662.48	0.00	814.06	0.00	0.00	0.00	0.00%
300.6021.4335.000	HOMESTEAD CREDIT	18,314.14	0.00	8,891.73	0.00	0.00	0.00	0.00%
300.6021.4336.000	MILITARY CREDIT	197.47	0.00	191.58	0.00	0.00	0.00	0.00%
300.6021.4337.000	MOBILE HOME CREDIT	1.19	0.00	0.00	0.00	0.00	0.00	0.00%
300.6021.4338.000	BUSINESS PROP TAX CREDIT	18,151.50	17,712.00	8,822.57	17,712.00	16,183.00	-1,529.00	-8.63%
300.6021.4339.000	SF295 BACKFILL	14,731.15	12,481.00	0.00	12,481.00	10,062.00	-2,419.00	-19.38%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Reduced by $2,038							
FY25 Dept Request	Reduced every year until FY30 nothing							
300.6021.4610.000	INTEREST ON INVESTMENTS	13,078.86	6,000.00	14,490.41	10,000.00	6,000.00	-4,000.00	-40.00%
	Total Revenue:	**650,169.21**	**663,436.00**	**382,217.51**	**667,436.00**	**712,195.00**	**44,759.00**	**6.71%**
Expense								
300.9000.7500.030	TR TO CAP IMPR RESRV	712,201.49	696,423.00	308,481.31	680,968.00	724,100.00	43,132.00	6.33%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Transfer tax levy to 030; Keep 15% in reserve							
FY25 Dept Request	Transfer tax levy to 030; Keep 15% in reserve							
300.9000.7500.032	TR TO CIP LARGE EQUIP	93,755.00	94,086.00	0.00	94,086.00	101,993.00	7,907.00	8.40%
	Total Expense:	**805,956.49**	**790,509.00**	**308,481.31**	**775,054.00**	**826,093.00**	**51,039.00**	**6.59%**
	Total Fund: 300 - CIP COLLECTION FUND:	**-155,787.28**	**-127,073.00**	**73,736.20**	**-107,618.00**	**-113,898.00**	**-6,280.00**	**5.84%**

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Fund: 311 - RISE STREET GRANTS								
Revenue								
311.2012.4315.000	FED CAP GRANT	0.00	0.00	3,099,079.98	2,956,829.00	0.00	-2,956,829.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	2,956,829 Edgewood Project - EDA Grant							
311.2012.4330.000	STATE OPER GRANT	0.00	0.00	347,927.38	1,640,342.00	3,900,000.00	2,259,658.00	137.76%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Iowa DOT RISE Reimbursement for Edgewood (1,640,342)							
FY25 Dept Request	$3,900,000 Highland Acres Road							
311.2012.4350.000	LOCAL CONTRIB	159,748.89	0.00	0.00	0.00	0.00	0.00	0.00%
311.2012.4875.000	RFNDS/REIMB	8,580.41	0.00	0.00	0.00	0.00	0.00	0.00%
311.9000.6500.110	TRANSFER IN - FUND 110 RUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
311.9000.6500.121	TRANSFER IN - LOST	129,880.78	25,000.00	0.00	877,298.00	0.00	-877,298.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$877,298 for Edgewood Extension Project							
311.9000.6500.389	TRANSFER IN - FUND 389	546,203.80	0.00	0.00	53,796.00	0.00	-53,796.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$53,796 for Edgewood Extension							
	Total Revenue:	**844,413.88**	**25,000.00**	**3,447,007.36**	**5,528,265.00**	**3,900,000.00**	**-1,628,265.00**	**-29.45%**
Expense								
311.2012.5230.000	CONSULTING & PROF FEES	4,600.00	0.00	8,524.00	5,000.00	0.00	-5,000.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	est $5k for Edgewood							
311.2012.5233.000	ENGINEERING FEES	152,844.74	25,000.00	384,971.24	237,629.00	25,000.00	-212,629.00	-89.48%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP: $237,629 for const phase services for Edgewood							
FY25 Dept Request	CIP: $25,000 for const phase services for Edgewood							
311.2012.5234.000	LEGAL EXPENSES	0.00	0.00	1,806.00	5,000.00	0.00	-5,000.00	-100.00%

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Est $5k for Edgewood							
311.2012.5342.000	CONTRACT-OUTSIDE HELP	4,319,967.67	0.00	1,287,181.13	1,583,408.00	4,875,000.00	3,291,592.00	207.88%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$1,583,408 for Edgewood Extension Construction							
FY25 Dept Request	$4,875,000 for Highland Acre Road need source for $975,000 local match							
	Total Expense:	**4,477,412.41**	**25,000.00**	**1,682,482.37**	**1,831,037.00**	**4,900,000.00**	**3,068,963.00**	**167.61%**
	Total Fund: 311 - RISE STREET GRANTS:	**-3,632,998.53**	**0.00**	**1,764,524.99**	**3,697,228.00**	**-1,000,000.00**	**-4,697,228.00**	**-127.05%**
Fund: 312 - AIRPORT PROJECT FUND								
Revenue								
312.2080.4315.000	AIRPORT-FED CAP GRANT	267,275.00	150,000.00	0.00	150,000.00	450,000.00	300,000.00	200.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	FY24 - $150,000 borrowed ahead / already spent on for airport hanger/terminal							
FY25 Dept Request	$450,000 BIL / Entitlement for Snow Removal Equipment							
312.2080.4330.000	STATE OPER GRANT	253,548.00	0.00	0.00	0.00	0.00	0.00	0.00%
312.2080.4875.000	RFNDS/REIMB: AIRPORT	15.64	0.00	0.00	0.00	0.00	0.00	0.00%
312.2080.4879.000	REBATES	4,369.80	0.00	0.00	0.00	0.00	0.00	0.00%
312.6021.4610.000	INTEREST ON INVESTMENTS	2,815.66	0.00	2,496.43	3,000.00	0.00	-3,000.00	-100.00%
312.9000.6500.030	TRANSFER IN - CAPITAL RESER	0.00	50,000.00	0.00	0.00	50,000.00	50,000.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	CIP $50k Local Match - Snow Removal Equipment for Airport							
312.9000.6500.031	TRANSFER IN - FUND 031	0.00	11,500.00	0.00	11,500.00	0.00	-11,500.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$11,500 for Airport Sewer Repairs							
312.9000.6500.130	TRANSFER IN - FUND 130	8,380.38	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**536,404.48**	**211,500.00**	**2,496.43**	**164,500.00**	**500,000.00**	**335,500.00**	**203.95%**

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Expense								
312.2080.5233.000	ENGINEERING FEES	34,134.34	50,000.00	0.00	0.00	50,000.00	50,000.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	CIP $50k Local Match - Snow Removal Equipment (Transfer from 030)							
312.2080.5234.000	LEGAL EXPENSES	396.00	0.00	0.00	0.00	0.00	0.00	0.00%
312.2080.5342.000	CONTRACT-OUTSIDE HELP	20,670.14	91,500.00	0.00	51,500.00	40,000.00	-11,500.00	-22.33%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$51,500 Sewer Pt Repairs ($11,500 of it should be 031 Transfer)							
FY25 Dept Request	$40,000 Sewer Pt Repairs							
312.2080.5348.000	CONTRACT-OTHER	308,791.10	0.00	124,810.81	216,820.00	450,000.00	233,180.00	107.55%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	$450,000 Snow Removal Equipment							
312.2080.5776.000	BUILDINGS & IMPROVEMENTS	2,667.87	0.00	21,625.58	21,626.00	0.00	-21,626.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Building work by Owner for Airport Hangar/Terminal Project includes Fencing (insurance claim) water line replacement @ 11,973 camera mounts misc by Owner work							
	Total Expense:	**366,659.45**	**141,500.00**	**146,436.39**	**289,946.00**	**540,000.00**	**250,054.00**	**86.24%**
	Total Fund: 312 - AIRPORT PROJECT FUND:	**169,745.03**	**70,000.00**	**-143,939.96**	**-125,446.00**	**-40,000.00**	**85,446.00**	**-68.11%**
Fund: 320 - SPECIAL ASSESSMENT PROJECTS								
Revenue								
320.6020.4761.000	SPEC ASSESMNTS-SIDEWALK	0.00	500.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**0.00**	**500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	**0.00**	**500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 340 - BIKE PATH PROJECT FUND								
Revenue								
340.4030.4315.000	P/R-FED CAP GRT	0.00	797,000.00	0.00	0.00	0.00	0.00	0.00%
340.4030.4330.000	STATE OPER GRANT	45,208.95	193,424.00	0.00	0.00	0.00	0.00	0.00%

Budget Comparison Report

Account Number / Budget Notes / Budget Code	Description	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
FY25 Dept Request	SRT							
340.4030.4350.000	LOCAL/COUNTY GRANTS	64,219.80	594,391.00	0.00	0.00	0.00	0.00	0.00%
340.9000.6500.121	TR IN - LOST	36,349.00	0.00	0.00	20,250.00	0.00	-20,250.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Per LOST spreadsheet							
	Total Revenue:	**145,777.75**	**1,584,815.00**	**0.00**	**20,250.00**	**0.00**	**-20,250.00**	**-100.00%**
Expense								
340.4030.5233.000	ENGINEERING FEES	82,902.20	95,000.00	1,072.60	13,659.00	95,000.00	81,341.00	595.51%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP - $13,659k for Design Engr IRET B2-B5							
FY25 Dept Request	CIP - $95k for Const Engr IRET B2-B5							
340.4030.5342.000	CONTRACT-OUTSIDE HELP	650.00	1,540,000.00	0.00	0.00	1,540,000.00	1,540,000.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	CIP - $1,540,000 for const IRET B2-B5							
340.4030.5485.000	STORM WATER FEES	2,540.08	2,540.00	0.00	2,540.00	2,540.00	0.00	0.00%
	Total Expense:	**86,092.28**	**1,637,540.00**	**1,072.60**	**16,199.00**	**1,637,540.00**	**1,621,341.00**	**10,008.90%**
	Total Fund: 340 - BIKE PATH PROJECT FUND:	**59,685.47**	**-52,725.00**	**-1,072.60**	**4,051.00**	**-1,637,540.00**	**-1,641,591.00**	**40,523.11%**
Fund: 341 - TREES FOREVER PROJECT								
Revenue								
341.5010.4820.000	PARK & REC CONTRIBS	46,315.00	35,000.00	8,450.00	35,000.00	35,000.00	0.00	0.00%
341.6021.4610.000	INTEREST ON INVESTMENTS	846.14	800.00	653.97	800.00	800.00	0.00	0.00%
	Total Revenue:	**47,161.14**	**35,800.00**	**9,103.97**	**35,800.00**	**35,800.00**	**0.00**	**0.00%**
Expense								
341.5010.5609.000	AGRICULTURAL SUPPLIES	55,479.00	40,000.00	13,855.04	40,000.00	40,000.00	0.00	0.00%
341.5010.5611.000	BLDG,GRD OPER/MAINT SPLY	338.19	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expense:	**55,817.19**	**40,000.00**	**13,855.04**	**40,000.00**	**40,000.00**	**0.00**	**0.00%**
	Total Fund: 341 - TREES FOREVER PROJECT:	**-8,656.05**	**-4,200.00**	**-4,751.07**	**-4,200.00**	**-4,200.00**	**0.00**	**0.00%**

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Fund: 350 - GO BONDS CAPITAL PROJECTS								
Revenue								
350.6021.4610.000	INTEREST ON INVESTMENTS	221.32	200.00	245.88	200.00	200.00	0.00	0.00%
	Total Revenue:	**221.32**	**200.00**	**245.88**	**200.00**	**200.00**	**0.00**	**0.00%**
	Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	**221.32**	**200.00**	**245.88**	**200.00**	**200.00**	**0.00**	**0.00%**
Fund: 354 - POLICE & FIRE STATIONS								
Revenue								
354.6021.4610.000	INTEREST ON INVESTMENTS	-3.15	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**-3.15**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expense								
354.1099.5342.000	CONTRACT-OUTSIDE HELP	737.85	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expense:	**737.85**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Fund: 354 - POLICE & FIRE STATIONS:	**-741.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 355 - 2015 GO BONDS (D&D)								
Revenue								
355.1075.4330.000	STATE OPER GRANT	0.00	0.00	33,992.96	33,993.00	0.00	-33,993.00	-100.00%
355.1075.4875.000	RFNDS/REIMB	10,228.44	0.00	10,000.00	10,000.00	0.00	-10,000.00	-100.00%
355.1075.4960.000	SALE OF F.A.-CODE ENFORCEM	20,664.00	10,000.00	26,126.00	30,000.00	10,000.00	-20,000.00	-66.67%
355.6021.4610.000	INTEREST ON INVESTMENTS	11,506.85	500.00	6,916.81	8,000.00	500.00	-7,500.00	-93.75%
355.6021.4990.000	DEBT ISSUANCE	610,000.00	0.00	0.00	0.00	300,000.00	300,000.00	0.00%
355.6021.4993.000	BOND PREMIUM	-4,867.80	0.00	0.00	0.00	0.00	0.00	0.00%
355.9000.6500.001	TR FROM GENERAL	26,541.65	20,000.00	0.00	20,000.00	20,000.00	0.00	0.00%
355.9000.6500.142	TRANSFER IN - SOFTBALL ASSC	0.00	0.00	297.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**674,073.14**	**30,500.00**	**77,332.77**	**101,993.00**	**330,500.00**	**228,507.00**	**224.04%**
Expense								
355.1075.5210.000	ADVERTISING & LEGAL PUB	0.00	500.00	0.00	500.00	500.00	0.00	0.00%
355.1075.5230.000	CONSULTING & PROF FEES	92,695.01	10,000.00	1,243.42	10,000.00	10,000.00	0.00	0.00%
355.1075.5234.000	LEGAL EXPENSES	14,590.71	20,000.00	4,146.50	20,000.00	20,000.00	0.00	0.00%
355.1075.5250.000	COURT, RECORD & FILING FEE	2,400.00	1,000.00	443.10	1,000.00	1,000.00	0.00	0.00%
355.1075.5264.000	RESIDENTIAL DEMO	476,572.94	200,000.00	162,450.00	342,638.00	100,000.00	-242,638.00	-70.81%
355.1075.5290.000	INSURANCE - GENERAL	114.00	1,765.00	0.00	160.00	200.00	40.00	25.00%
355.1075.5331.000	PAYMENTS-OTHER ENTITIES	3,591.00	100.00	0.00	100.00	100.00	0.00	0.00%
355.1075.5342.000	CONTRACT-OUTSIDE HELP	158,340.89	50,000.00	29,654.23	50,000.00	50,000.00	0.00	0.00%
355.1075.5440.000	TAXES PAID	15,720.00	1,000.00	732.00	1,000.00	1,000.00	0.00	0.00%
355.1075.5485.000	STORM WATER	0.00	1,000.00	116.14	1,000.00	1,000.00	0.00	0.00%
355.1075.5600.000	SUPPLIES	101.85	0.00	708.46	0.00	0.00	0.00	0.00%
355.1075.5781.000	LAND ACQUISITION	2,000.00	4,000.00	0.00	4,000.00	4,000.00	0.00	0.00%

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
355.6021.5230.000	CONSULTING & PROF FEES	2,071.00	0.00	0.00	0.00	0.00	0.00	0.00%
355.6021.5234.000	LEGAL EXPENSES	1,380.00	0.00	0.00	0.00	0.00	0.00	0.00%
355.6021.5830.000	OTHER DEBT ISSUANCE EXP	300.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expense:	**769,877.40**	**289,365.00**	**199,493.85**	**430,398.00**	**187,800.00**	**-242,598.00**	**-56.37%**
	Total Fund: 355 - 2015 GO BONDS (D&D):	**-95,804.26**	**-258,865.00**	**-122,161.08**	**-328,405.00**	**142,700.00**	**471,105.00**	**-143.45%**
Fund: 360 - 2019 GO BONDS & PROJECTS								
Revenue								
360.6021.4610.000	INTEREST REV	3,120.42	0.00	0.00	0.00	0.00	0.00	0.00%
360.9000.6500.363	TRANSFER IN - 2021 GO Bonds	25,097.59	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**28,218.01**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expense								
360.2010.5342.000	CONTRACT-OUTSIDE HELP	1,444.00	0.00	0.00	0.00	0.00	0.00	0.00%
360.2011.5342.000	CONTRACT - OUTSIDE HELP	525,205.92	0.00	0.00	0.00	0.00	0.00	0.00%
360.9000.7500.110	TRANSFER OUT - FUND 110	244,285.24	0.00	0.00	0.00	0.00	0.00	0.00%
360.9000.7500.363	TRANSFER OUT - FUND 363	246,368.90	0.00	0.00	0.00	0.00	0.00	0.00%
360.9000.7500.395	TRANSFER OUT - FUN 395	344,190.08	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expense:	**1,361,494.14**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Fund: 360 - 2019 GO BONDS & PROJECTS:	**-1,333,276.13**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 361 - LIBRARY BUILDING ADDITION								
Revenue								
361.6021.4610.000	INTEREST ON INVESTMENTS	38.55	30.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**38.55**	**30.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expense								
361.9000.7500.170	TRANSFER OUT - LIBRARY DON	0.00	0.00	1,626.33	1,626.00	0.00	-1,626.00	-100.00%
	Total Expense:	**0.00**	**0.00**	**1,626.33**	**1,626.00**	**0.00**	**-1,626.00**	**-100.00%**
	Total Fund: 361 - LIBRARY BUILDING ADDITION:	**38.55**	**30.00**	**-1,626.33**	**-1,626.00**	**0.00**	**1,626.00**	**-100.00%**
Fund: 362 - 2020 GO BONDS								
Revenue								
362.6021.4610.000	INTEREST ON INVESTMENTS	17,026.57	0.00	18,714.69	17,000.00	0.00	-17,000.00	-100.00%
362.9000.6500.110	TRANSFER IN - FUND 110	0.00	642,803.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**17,026.57**	**642,803.00**	**18,714.69**	**17,000.00**	**0.00**	**-17,000.00**	**-100.00%**

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Expense								
362.2012.5233.000	ENGINEERING FEES	16,648.00	40,553.00	256.00	21,692.00	8,751.00	-12,941.00	-59.66%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP - RR Quiet Zone, Construction Engineering - B&M - 21,692							
FY25 Dept Request	CIP - RR Quiet Zone, Construction Engineering - B&M, $8,751							
362.2012.5331.000	PAYMENTS-OTHER ENTITIES	8,526.27	0.00	4,942.30	100,000.00	0.00	-100,000.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	est $100,000 in RR Quiet Zone- Landowner Damage payments / easement paymetns & UP RR							
362.2012.5342.000	CONTRACT-OUTSIDE HELP	0.00	1,180,000.00	0.00	0.00	0.00	0.00	0.00%
362.2012.5348.000	CONTRACT-OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expense:	**25,174.27**	**1,220,553.00**	**5,198.30**	**121,692.00**	**8,751.00**	**-112,941.00**	**-92.81%**
	Total Fund: 362 - 2020 GO BONDS:	**-8,147.70**	**-577,750.00**	**13,516.39**	**-104,692.00**	**-8,751.00**	**95,941.00**	**-91.64%**
Fund: 363 - 2021 GO BONDS								
Revenue								
363.2012.4350.000	LOCAL GRANTS	275,000.00	0.00	0.00	302,323.00	0.00	-302,323.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	State St Project - Reimbursements/Grants 40k Class Grant for Trees 250k MWW Portion 12,323 MWW Extra Work							
363.6021.4610.000	INTEREST ON INVESTMENTS	193,916.65	80,000.00	164,879.15	120,000.00	80,000.00	-40,000.00	-33.33%
363.9000.6500.121	TRANSFER IN - FUND 121 LOST	0.00	0.00	0.00	128,026.00	0.00	-128,026.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	SIP SWAP - E Main 5th to 12th Ave - $128,026							
363.9000.6500.133	TR FRM - UNDESIGNATED FED	0.00	0.00	0.00	0.00	750,000.00	750,000.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	Center St Viaduct, City Bridge Grant $750k							
363.9000.6500.360	TRANSFER IN - FUND 360	246,368.90	0.00	0.00	0.00	0.00	0.00	0.00%
363.9000.6500.364	TRANSFER IN - FUND 364 2022	0.00	2,463,464.00	0.00	0.00	2,147,289.00	2,147,289.00	0.00%

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	CIP $2,147,289 for E Main St 5th to 12th Ave Construction							
363.9000.6500.365	TR FRM - 2023 GO BONDS	0.00	0.00	0.00	0.00	54,485.00	54,485.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	54,485 for Street Improvement Program designated toward STR 24-501 inhouse repairs							
363.9000.6500.389	TRANSFER IN - FUND 389	0.00	2,461,741.00	2,461,741.00	2,461,741.00	0.00	-2,461,741.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$2,461,741 State St Reconstruction							
363.9000.6500.611	TRANSFER IN - FUND 611	0.00	523,900.00	0.00	490,250.00	0.00	-490,250.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$490,250 State St Reconstruction							
	Total Revenue:	**715,285.55**	**5,529,105.00**	**2,626,620.15**	**3,502,340.00**	**3,031,774.00**	**-470,566.00**	**-13.44%**
Expense								
363.1099.5233.000	ENGINEERING FEES	0.00	15,000.00	0.00	5,000.00	15,000.00	10,000.00	200.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP - $5,000 for engr review for PD/Fire Generator							
FY25 Dept Request	CIP - $15,000 for engr review for PD/Fire Generator							
363.1099.5342.000	CONTRACT-OUTSIDE HELP	0.00	0.00	0.00	86,357.00	0.00	-86,357.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	PD/Fire SWAP Projects 35,000 Widen Intersection at 6th St and High St 51,337 - SIdewalk/Drive at PD/Fire							
363.1099.5410.000	REPAIRS & MAINTENANCE	0.00	0.00	3,859.98	0.00	0.00	0.00	0.00%
363.1099.5718.000	MINOR EQUIPMENT	329.99	0.00	0.00	0.00	0.00	0.00	0.00%
363.2010.5230.000	CONSULTING & PROF FEES	0.00	0.00	3,254.50	25,000.00	0.00	-25,000.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	S Center St Viaduct - UP RR Agreement							

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
363.2010.5233.000	ENGINEERING FEES	149,008.00	120,000.00	0.00	60,120.00	152,800.00	92,680.00	154.16%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP: $60,120 for engr for S Center St Viaduct - Level 1 Rehab							
FY25 Dept Request	CIP: $152,800 for engr for S Center St Viaduct - Level 1 Rehab							
363.2010.5342.000	CONTRACT - OUTSIDE HELP	274,592.05	1,577,600.00	800.00	800.00	1,744,482.00	1,743,682.00	17,960.25%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP: In House Patch STR23-501							
FY25 Dept Request	CIP: $1,744,482 for const for S Center St Viaduct - Level 1 Rehab							
363.2010.5380.000	RENTS & LEASES	0.00	0.00	12,350.00	12,350.00	0.00	-12,350.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$12,350 for in-house patch project. remainder budget put in 5617							
363.2010.5600.000	OPERATING SUPPLIES	11,922.13	0.00	563.59	564.00	100,000.00	99,436.00	17,630.50%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$564 for in-house patch project. remainder budget put in 5617							
FY25 Dept Request	$100,000 - SIP, In-House Patching FY25 (Transfer $54,485 from Fund 365)							
363.2010.5617.000	RM-OTHER	22,194.03	100,000.00	25,997.00	86,047.00	0.00	-86,047.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP - SIP, budget $100000 for In-House Budget some money transferred to 5342, 5380, 5600, 5718 86.047.49 remains here							
363.2010.5718.000	MINOR EQUIPMENT	380.93	0.00	238.92	239.00	0.00	-239.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$239 for in-house patch project. remainder budget put in 5617							
363.2012.5233.000	ENGINEERING FEES	45,535.16	361,050.00	164,394.00	267,346.00	202,807.00	-64,539.00	-24.14%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP: $267,346 for const engr on State St							
FY25 Dept Request	CIP: $202,807 for const engr on State St							
363.2012.5251.000	LICENSE & PERMITS	755.00	0.00	100.00	100.00	0.00	-100.00	-100.00%

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Permit Fee for E Main St 5th-12th Ave Project							
363.2012.5342.000	CONTRACT-OUTSIDE HELP	859,733.30	8,567,715.00	2,654,173.29	4,267,521.00	4,505,978.00	238,457.00	5.59%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP: $3,640,521 for const on State St CIP: $627,000 for const on E Main St (5th Ave to 12th Ave)							
FY25 Dept Request	CIP: $1,579,978 for const on State St CIP: $2,926,000 for const on E Main St (5th Ave to 12th Ave)							
363.2012.5348.000	CONTRACT-OTHER	0.00	0.00	0.00	0.00	37,217.00	37,217.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	37,217 State Street - Contingency							
363.2012.5718.000	MINOR EQUIPMENT	40,811.32	0.00	0.00	0.00	0.00	0.00	0.00%
363.4030.5233.000	ENGINEERING FEES	0.00	0.00	28,300.00	0.00	0.00	0.00	0.00%
363.4030.5342.000	CONTRACT-OUTSIDE HELP	0.00	50,000.00	189,317.50	388,735.00	0.00	-388,735.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	FM $50K, Kiwanis $350K less equipment line							
363.4030.5718.000	MINOR EQUIP	0.00	0.00	12,271.26	11,265.00	0.00	-11,265.00	-100.00%
363.9000.7500.110	TRANSFER OUT - FUND 110 RL	341,099.24	0.00	0.00	4,882.00	0.00	-4,882.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$4,882 Boone St Intersections							
363.9000.7500.360	TRANSFER OUT - 2019 GO BOI	25,097.59	0.00	0.00	0.00	0.00	0.00	0.00%
363.9000.7500.395	TRANSFER OUT - FUND 395	0.00	7,000.00	0.00	12,796.00	0.00	-12,796.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$12,796 for UPH Secondary Access Rd							
	Total Expense:	**1,771,458.74**	**10,798,365.00**	**3,095,620.04**	**5,229,122.00**	**6,758,284.00**	**1,529,162.00**	**29.24%**
	Total Fund: 363 - 2021 GO BONDS:	**-1,056,173.19**	**-5,269,260.00**	**-468,999.89**	**-1,726,782.00**	**-3,726,510.00**	**-1,999,728.00**	**115.81%**

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Fund: 364 - 2022 GO BONDS								
Revenue								
364.2012.4350.000	LOCAL/COUNTY GRANTS	0.00	0.00	0.00	0.00	262,500.00	262,500.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	$262,500 MWW Payment towards Downtown Phase 2 E Main							
364.4030.4350.000	LOCAL/COUNTY GRANTS	0.00	0.00	100,000.00	100,000.00	678,981.00	578,981.00	578.98%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Wellmark Foundation for splashpad $100,000							
FY25 Dept Request	Water Plaza 578,015 Linn Creek Trail Bridge 50,000 Linn Creek Trailhead 50,966							
	Note: Playhouse is budgeted in 132.4060							
364.4030.4820.000	CONTRIBUTIONS	0.00	0.00	0.00	0.00	161,019.00	161,019.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	Water Plaza Linn Creek Trail Bridge Linn Creek Trail head							
	Note: Playhouse remodel budget is in 132.4060.							
364.4030.4875.000	REFUNDS/REIMB	0.00	0.00	0.00	0.00	200,000.00	200,000.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	Trails Inc contribution							
364.6021.4610.000	INTEREST ON INVESTMENTS	207,378.66	80,000.00	329,474.27	300,000.00	80,000.00	-220,000.00	-73.33%
364.6021.4990.000	DEBT ISSUANCE	9,555,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
364.6021.4993.000	BOND PREMIUM	190,991.25	0.00	0.00	0.00	0.00	0.00	0.00%
364.9000.6500.121	TRANSFER IN - FUND 121 LOST	0.00	115,250.00	0.00	215,250.00	0.00	-215,250.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	SIP SWAP Projects 40,250 Center St Medians near HyVee 100,000 Lincoln Way Patch 75,000 18th Ave Patch							

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
FY25 Dept Request	Street Improvement Program: Center St Median $40,250 CIP 18th Ave Patch $75,000 DES: this is in FY24 so zero'd out in FY25							
364.9000.6500.365	TR FRM - 2023 GO BONDS	0.00	0.00	0.00	0.00	1,707,500.00	1,707,500.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	$1,707,500 Downtown Ph2 for E Main							
364.9000.6500.615	TRANSFER IN - FUND 364	0.00	489,500.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**9,953,369.91**	**684,750.00**	**429,474.27**	**615,250.00**	**3,090,000.00**	**2,474,750.00**	**402.23%**
Expense								
364.2010.5342.000	CONTRACT - OUTSIDE HELP	0.00	301,786.00	0.00	240,250.00	0.00	-240,250.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP - SIP including $40,250 Center St Median Curbs $100,000 Lincoln Way Transition Patch $100,000 E Church St							
364.2011.5233.000	ENGINEERING FEES	0.00	37,000.00	0.00	10,000.00	40,000.00	30,000.00	300.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP - $10,000 in Engineering for Sidewalk Gap Project - Hogland Area							
FY25 Dept Request	CIP - $40,000 in Engineering for Hoglan Sidewalk Gap							
364.2011.5342.000	CONTRACT - OUTSIDE HELP	0.00	507,000.00	0.00	0.00	450,000.00	450,000.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	CIP - $450,000 in construction for Sidewalk Gap Projects - Hoglan							
364.2012.5233.000	ENGINEERING FEES	190,223.50	163,500.00	113,982.70	433,776.00	240,000.00	-193,776.00	-44.67%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP - $433,776 towards engr for Downtown Phase 2 - E Main St							
FY25 Dept Request	CIP - $240,000 towards engr for Downtown Phase 2 - E Main St							
364.2012.5342.000	CONTRACT-OUTSIDE HELP	0.00	0.00	0.00	0.00	1,760,000.00	1,760,000.00	0.00%

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	$1,760,000, Downtown Phase 2, E Main St							
364.2020.5233.000	ENGINEERING FEES	3,639.00	50,000.00	4,765.75	46,361.00	0.00	-46,361.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP - $46,361 in design engineering for City Hall Parking Lot							
364.2020.5342.000	CONTRACT - OUTSIDE HELP	0.00	809,500.00	0.00	0.00	440,000.00	440,000.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	CIP - $440,000 in construction for City Hall Parking Lot							
364.4030.5233.000	ENGINEERING FEES	51,665.00	0.00	89,753.00	398,335.00	0.00	-398,335.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Riverview 198,335 Water Plaza 50,000 6th St Trail connection to Am.Legion 50,000 Linn Creek Trailhead 50,000 Linn Creek bridge 50,000 Note: Playhouse budget is in 132.4060							
364.4030.5342.000	CONTRACT-OUTSIDE HELP	0.00	0.00	0.00	0.00	4,800,000.00	4,800,000.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	Water Plaza Linn Creek Trail Bridge Linn Creek Trailhead Note: Playhouse is budgeted in 132.4060							
364.6021.5230.000	CONSULTING & PROF FEES	58,444.00	0.00	0.00	0.00	0.00	0.00	0.00%
364.6021.5234.000	LEGAL EXPENSES	21,620.00	0.00	0.00	0.00	0.00	0.00	0.00%
364.6021.5830.000	OTHER DEBT SERVICE EXP	300.00	0.00	0.00	0.00	0.00	0.00	0.00%
364.9000.7500.363	TRANSFER OUT - FUND 363 20	0.00	2,463,464.00	0.00	0.00	2,147,289.00	2,147,289.00	0.00%

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	$2,147,289 for E Main St 5th to 12th Ave							
	Total Expense:	**325,891.50**	**4,332,250.00**	**208,501.45**	**1,128,722.00**	**9,877,289.00**	**8,748,567.00**	**775.09%**
	Total Fund: 364 - 2022 GO BONDS:	**9,627,478.41**	**-3,647,500.00**	**220,972.82**	**-513,472.00**	**-6,787,289.00**	**-6,273,817.00**	**1,221.84%**
Fund: 365 - 2023 GO BONDS								
Revenue								
365.6021.4610.000	INTEREST ON INVESTMENTS	0.00	0.00	44,001.85	300,000.00	100,000.00	-200,000.00	-66.67%
365.6021.4990.000	DEBT ISSUANCE	0.00	11,356,000.00	9,840,000.00	9,840,000.00	0.00	-9,840,000.00	-100.00%
365.6021.4993.000	BOND PREMIUM (DISCOUNT)	0.00	0.00	-75,957.45	-75,957.00	0.00	75,957.00	-100.00%
	Total Revenue:	**0.00**	**11,356,000.00**	**9,808,044.40**	**10,064,043.00**	**100,000.00**	**-9,964,043.00**	**-99.01%**
Expense								
365.2010.5342.000	CONTRACT - OUTSIDE HELP	0.00	10,856,000.00	0.00	75,000.00	1,472,270.00	1,397,270.00	1,863.03%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$75,000 toward Street Improvement Program $75k - earmarked for 18th Ave Patching							
FY25 Dept Request	$125,000 Street Improvement Program (tentatively 18th Ave Patch) $1,347,270 Street Improvement Program							
365.2011.5342.000	CONTRACT - OUTSIDE HELP	0.00	500,000.00	0.00	0.00	0.00	0.00	0.00%
365.6021.5230.000	CONSULTING & PROF FEES	0.00	0.00	51,563.00	80,000.00	0.00	-80,000.00	-100.00%
365.6021.5830.000	OTHER DEBT SERVICE EXP	0.00	0.00	300.00	300.00	0.00	-300.00	-100.00%
365.8065.5233.000	ENGINEERING FEES	0.00	0.00	0.00	13,750.00	41,250.00	27,500.00	200.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	13,750 - State St Storm Sewer Outlet 3rd to 4th St							
FY25 Dept Request	41,250 - State Street Storm Sewer Outlet 3rd to 4th St							
365.8065.5342.000	CONTRACT-OUTSIDE HELP	0.00	0.00	0.00	0.00	524,000.00	524,000.00	0.00%
Budget Notes								
Budget Code	**Description**							
FY25 Dept Request	524,000 towards State St Storm Sewer Outlet 3rd to 4th St							
365.9000.7500.363	TRANSFER OUT - FUND 363	0.00	0.00	0.00	0.00	54,485.00	54,485.00	0.00%

Budget Comparison Report

Account Number		2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Budget Notes							
Budget Code	**Description**						
FY25 Dept Request	54,485 towards Street Improvement Program STR 24-501 in house repairs						
365.9000.7500.364	TRANSFER OUT - FUND 364 GC	0.00	0.00	0.00	0.00	1,707,500.00	1,707,500.00	0.00%
Budget Notes							
Budget Code	**Description**						
FY25 Dept Request	$1,707,500 Downtown Ph2 for E Main						
	Total Expense:	**0.00**	**11,356,000.00**	**51,863.00**	**169,050.00**	**3,799,505.00**	**3,630,455.00**	**2,147.56%**
	Total Fund: 365 - 2023 GO BONDS:	**0.00**	**0.00**	**9,756,181.40**	**9,894,993.00**	**-3,699,505.00**	**-13,594,498.00**	**-137.39%**
Fund: 389 - AMERICAN RESCUE PLAN							
Revenue							
389.6021.4315.000	FEDERAL CAPITAL GRANT	1,993,589.41	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**1,993,589.41**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expense							
389.1010.5230.000	CONSULTING & PROF FEES	60,062.64	121,733.00	53,197.77	144,414.00	156,000.00	11,586.00	8.02%
Budget Notes							
Budget Code	**Description**						
FY2024 Amendment 1	DCAT changed from $20K to $5K so more of ARPA funds, but down to 1 Social Advocate for part of the year						
FY25 Dept Request	ARPA is only funding source in FY25. DOJ and DCAT grants completed.						
389.9000.7500.001	TRANSFER OUT - GEN FUND	87,069.56	49,389.00	0.00	49,389.00	201,077.00	151,688.00	307.13%
Budget Notes							
Budget Code	**Description**						
FY2024 Amendment 1	Per Jessica, undesignated ARPA funds are 49,389						
389.9000.7500.311	TRANSFER OUT - FUND 311 RI	546,203.80	0.00	0.00	53,796.00	0.00	-53,796.00	-100.00%
Budget Notes							
Budget Code	**Description**						
FY2024 Amendment 1	53,796 Edgewood ARPA Remaining						
389.9000.7500.363	TRANSFER OUT - FUND 363 20	0.00	2,461,741.00	2,461,741.00	2,461,741.00	0.00	-2,461,741.00	-100.00%
Budget Notes							
Budget Code	**Description**						
FY2024 Amendment 1	$2,461,741 State St Reconstruction						
	Total Expense:	**693,336.00**	**2,632,863.00**	**2,514,938.77**	**2,709,340.00**	**357,077.00**	**-2,352,263.00**	**-86.82%**
	Total Fund: 389 - AMERICAN RESCUE PLAN:	**1,300,253.41**	**-2,632,863.00**	**-2,514,938.77**	**-2,709,340.00**	**-357,077.00**	**2,352,263.00**	**-86.82%**

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget	Comparison 1 to Parent Budget Increase / (Decrease)	%
Fund: 392 - TIF DISTRICT III CAP PROJECTS								
Revenue								
392.6021.4610.000	INTEREST ON INVESTMENTS	89.86	0.00	0.00	0.00	0.00	0.00	0.00%
392.9000.6500.001	TRANSFER IN - FUND 001	165.57	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenue:	**255.43**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expense								
392.9000.7500.110	TRANSFER OUT - FUND 110	7,463.47	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expense:	**7,463.47**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	**-7,208.04**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND								
Revenue								
395.2012.4875.000	RFNDS/REIMB	181,209.35	0.00	0.00	91,760.00	0.00	-91,760.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Developer Reimbursement - S 7th Ave Construction							
395.9000.6500.110	TRANSFER IN - RUT	67,203.90	0.00	0.00	82,781.00	0.00	-82,781.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	82,781 - S 7th Ave Extension							
395.9000.6500.121	TRS IN LOST	284,237.00	0.00	0.00	65,767.00	0.00	-65,767.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	70,900 Hwy 14 / Edgewood Intersection less previous overpayment of $5,133 on S 7th Ave Extension							
395.9000.6500.360	TRANSFER IN - FUND 360	344,190.08	0.00	0.00	0.00	0.00	0.00	0.00%
395.9000.6500.363	TRANSFER IN - FUND 363	0.00	7,000.00	0.00	12,796.00	0.00	-12,796.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	$12,796 for UPH Secondary Access Rd							
395.9000.6500.611	TRANSFER IN - FUND 611	74,610.00	0.00	0.00	0.00	0.00	0.00	0.00%
395.9000.6500.740	TRANSFER IN - FUND 740	236,405.00	0.00	0.00	68,338.00	0.00	-68,338.00	-100.00%

Budget Comparison Report

Account Number		2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	Correction for overpayment previous year 68,338 S 7th Ave Project							
	Total Revenue:	**1,187,855.33**	**7,000.00**	**0.00**	**321,442.00**	**0.00**	**-321,442.00**	**-100.00%**
Expense								
395.2012.5233.000	ENGINEERING FEES	914.00	7,000.00	0.00	12,796.00	0.00	-12,796.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	CIP - $12,796 in Engineering related to Unity Point Seconday Access							
395.2012.5251.000	LICENSE & PERMITS	0.00	0.00	175.00	175.00	0.00	-175.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	175 - Permit Fee for S 7th Ave							
395.2012.5779.000	CAPITAL CONSTRCT-STREETS	1,186,941.33	0.00	163,500.60	171,971.00	0.00	-171,971.00	-100.00%
Budget Notes								
Budget Code	**Description**							
FY2024 Amendment 1	101,071 (CIP construction S 7th Ave) 70,900 (CIP - Construction Hwy 14 / Edgewood Intersection)							
	Total Expense:	**1,187,855.33**	**7,000.00**	**163,675.60**	**184,942.00**	**0.00**	**-184,942.00**	**-100.00%**
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:		**0.00**	**0.00**	**-163,675.60**	**136,500.00**	**0.00**	**-136,500.00**	**-100.00%**
	Report Total:	**4,858,630.01**	**-12,499,506.00**	**8,408,012.38**	**8,111,391.00**	**-17,231,870.00**	**-25,343,261.00**	**-312.44%**

Fund Summary

Style.IndexOf("Account Detail") = 0
Style.IndexOf("Group Summary") = -1
Style.IndexOf("Both") = -1

Fund	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 YTD Activity Through Mar	Parent Budget 2023-2024 FY2024 Amend	Comparison 1 Budget 2024-2025 FY25 Dept Request	Comparison 1 to Parent Budget Increase / (Decrease)	%
300 - CIP COLLECTION FUND	-155,787.28	-127,073.00	73,736.20	-107,618.00	-113,898.00	-6,280.00	5.84%
311 - RISE STREET GRANTS	-3,632,998.53	0.00	1,764,524.99	3,697,228.00	-1,000,000.00	-4,697,228.00	-127.05%
312 - AIRPORT PROJECT FUND	169,745.03	70,000.00	-143,939.96	-125,446.00	-40,000.00	85,446.00	-68.11%
320 - SPECIAL ASSESSMENT PROJECTS	0.00	500.00	0.00	0.00	0.00	0.00	0.00%
340 - BIKE PATH PROJECT FUND	59,685.47	-52,725.00	-1,072.60	4,051.00	-1,637,540.00	-1,641,591.00	40,523.11%
341 - TREES FOREVER PROJECT	-8,656.05	-4,200.00	-4,751.07	-4,200.00	-4,200.00	0.00	0.00%
350 - GO BONDS CAPITAL PROJECTS	221.32	200.00	245.88	200.00	200.00	0.00	0.00%
354 - POLICE & FIRE STATIONS	-741.00	0.00	0.00	0.00	0.00	0.00	0.00%
355 - 2015 GO BONDS (D&D)	-95,804.26	-258,865.00	-122,161.08	-328,405.00	142,700.00	471,105.00	-143.45%
360 - 2019 GO BONDS & PROJECTS	-1,333,276.13	0.00	0.00	0.00	0.00	0.00	0.00%
361 - LIBRARY BUILDING ADDITION	38.55	30.00	-1,626.33	-1,626.00	0.00	1,626.00	-100.00%
362 - 2020 GO BONDS	-8,147.70	-577,750.00	13,516.39	-104,692.00	-8,751.00	95,941.00	-91.64%
363 - 2021 GO BONDS	-1,056,173.19	-5,269,260.00	-468,999.89	-1,726,782.00	-3,726,510.00	-1,999,728.00	115.81%
364 - 2022 GO BONDS	9,627,478.41	-3,647,500.00	220,972.82	-513,472.00	-6,787,289.00	-6,273,817.00	1,221.84%
365 - 2023 GO BONDS	0.00	0.00	9,756,181.40	9,894,993.00	-3,699,505.00	-13,594,498.00	-137.39%
389 - AMERICAN RESCUE PLAN	1,300,253.41	-2,632,863.00	-2,514,938.77	-2,709,340.00	-357,077.00	2,352,263.00	-86.82%
392 - TIF DISTRICT III CAP PROJECTS	-7,208.04	0.00	0.00	0.00	0.00	0.00	0.00%
395 - ECONOMIC DEVELOPMENT PROJEC	0.00	0.00	-163,675.60	136,500.00	0.00	-136,500.00	-100.00%
Report Total:	**4,858,630.01**	**-12,499,506.00**	**8,408,012.38**	**8,111,391.00**	**-17,231,870.00**	**-25,343,261.00**	**-312.44%**

2024-065

RESOLUTION TO REALLOCATE THE 2020 GO BOND FUNDS UP TO $750,000 FOR THE STATE STREET RECONSTRUCTION PROJECT IN LIEU OF THE RAILROAD SAFETY AND QUIET ZONE

WHEREAS, Council originally approved in the Capital Improvement Plan to use the 2020 GO Bond Funds for the Railroad Safety and Quiet Zone; and the 2021 GO Bond Funds for the State Street Reconstruction project; and.

WHEREAS, it is advantageous to spend the 2020 GO Bond Funds in Fund 362 (date of issuance was Sept 28, 2020) in order to avoid or limit the possible return of interest earnings to the IRS; and

WHEREAS, the original arbitrage bond yield rate of .68% is less than current interest rates the City has recently been earning on unused bond funds; and

WHEREAS, the Railroad project costs can be funded by fund 363, the 2021 GO bond, or any future bond issuances in the same amount.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS: The City Council of the City of Marshalltown, Iowa, approves the 2020 GO Bond funds may be reallocated for the State Street Reconstruction up to $750,000.

Passed this 25th day of March 2024, and signed this _____ day of March 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE: March 21, 2024
RE: Reallocate 2020 GO Bond Funds

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.

Recommendation: Spend the bond funds by using an existing project.

Budget Impact: By using the bond funds quicker, it will limit the amount of interest earned that may need returned to the IRS.

Description/Background: The City still has approximately $750,000 in 2020 GO Bond funds. It was originally allocated for the Railroad Safety and Quiet Zone. Due to circumstances outside the control of City staff, this project has slowed down and it may be a few more years before the project can be completed. Since we borrowed at such a low interest rate (arbitrage rate of .68%) and have been earning between 2.25% and 5% the last several years, we are likely to have to return some of the interest earned to the IRS. For these reasons, it has been recommended by Bond Council to use the funds for another project. In the original 2020 GO Bond documents, funds can be used for downtown streets. During this fiscal year, we have expenses for the State St. Reconstruction that was paid out of fund 363, the 2021 GO Bond. If the resolution is approved, I will do a journal entry to switch the funding source to the 2020 GO Bond.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

2024-066

RESOLUTION IN SUPPORT OF THE WORKFORCE HOUSING TAX CREDITS APPLICATION TO BE SUBMITED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR A HOUSING DEVELOPMENT PROJECT BY COMMERCIAL EDGE

WHEREAS the City of Marshalltown ("City") has received a request from Commercial Edge ("Developer") for the City to support the Developer's application to the Iowa Economic Development Authority for the State incentives under the Workforce Housing Tax Credit Program ("Program") in support of a residential development project ("Project") within the City; and

WHEREAS the Project is anticipated to create approximately 25 new owner-occupied housing units within the City, which are anticipated to qualify as workforce housing under the Program; and

WHEREAS the City has an interest in ensuring sufficient workforce housing is available within the City to attract and retain residents, employees and employers in a manner consistent with the City's overall goals for development; and

WHEREAS the Program requires a local match from the City of at least $1,000 per housing unit, for a total of at least $25,000, for the Developer to receive incentives for the Project; and

WHEREAS the City has completed the construction of infrastructure in support of the Project including the new construction of a cul-de-sac roadway for the Creekside Estates Development at the cost of $620,944.55 paid by the City; and

WHEREAS the Developer or future homeowner is eligible to either apply for property tax abatement in accordance with the Revitalization Area Number 3 district for constructed housing units or apply for the Marshalltown New Construction Housing Incentive of $10,000 per housing unit over valued $180,000; and

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

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

Section 1. The City does hereby express its support for the Project and for the Developer's application under the Program to receive state incentives for the Project.

Section 2. That the City has provided a local match to the state incentives that may be awarded to the Developer under the Program by constructing the necessary infrastructure in support of the Project and that the Developer or future homeowner is eligible to either apply for property tax abatement in accordance with the Revitalization Area Number 3 district for constructed housing

units or apply for the Marshalltown New Construction Housing Incentive of $10,000 per housing unit over valued $180,000.

Section 3. That city staff are hereby authorized and directed to sign any and all documents related to evidence of the City's support for the Developer's application under the Program relating to the Project.

Passed this 25th day of March, 2024 and signed this _____ day of March, 2024.

CITY OF MARSHALLTOWN, IOWA

_____

Joel Greer, Mayor

ATTEST:

_____

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor & City Council
FROM: Cindy Kendall
DATE: March 11, 2024
RE: Resolution of Support for Workforce Housing Tax Credit Application for Commercial Edge

Strategic Plan:

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

Plan Objective: Increase housing opportunities at all levels.

Recommendation: Staff recommends approving the Resolution of Support for the project based on previous Council action and the need for housing in our community.

Budget Impact: Future allowable tax abatement.

Description/Background: The Iowa Economic Development Authority administers the Workforce Housing Tax Credit program intended to help developers build housing targeted for middle income households and support the expansion of local employers through workforce development. The tax credits are intended to help offset the overall cost of the development, which makes the project more feasible.

In October 2022 the council approved the statement of completion of the Creekside Estates Addition for the construction of a cul-de-sac. Commercial Edge has proposed the construction of 25 townhomes at Creekside Estates.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

ORDINANCE 15084

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 91: FIRE PREVENTION AND PROTECTION, VIOLATION PENALTY

WHEREAS, the City Council of the City of Marshalltown, Iowa, has adopted Chapter 91: Fire Prevention and Protection to promote public health, safety, and welfare; and

WHEREAS, the City of Marshalltown desires to amend Chapter 91: Fire Prevention and Protection to revise prescribed penalties for violating the provisions of said chapter; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City and its residents to amend Chapter 91: Fire Prevention and Protection as follows.

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

Section 1. Amendment. Section 91.002(C) shall be amended and superseded in its entirety, as follows:

> (C) Section 112.4 Violation penalty is amended to read as follows:
> Any person violating any provision of this code or failing to comply with any requirements hereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalty as provided in §91.999 of the Code of Ordinances for the City of Marshalltown.

Section 2. Amendment. Sections 91.999(A) shall be amended and superseded in its entirety, as follows:

> (A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to a municipal infraction pursuant to § 10.999 of this code of ordinances. Municipal infractions brought upon simple notice as provided in § 10.999(4) of this code of ordinances for violating any provision of this chapter shall be subject to the following penalties:

First Offense	$110.00 (After 30 days $130.00)
Second Offense	$210.00 (After 30 days $230.00)
Third and Additional Offenses	$310.00 (After 30 days $330.00)

Section 3. Amendment. Section 91.999(B) shall be deleted in its entirety.

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

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

Passed this _____ day of _____ 2024 and signed this _____ day of _____ 2024.

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 _____ 2024, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the _____ day of _____ 2024.

_____
Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Chief David Rierson
DATE: 02/19/24
RE: Ordinance Amendment for Fire Code Penalties

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 Code of Ordinances for improvements.

Recommendation: Amend Section 91.002 of the Code of Ordinances to allow for a fine for non-compliance with the city fire code. Specifically, Section 112.4 of the International Fire Code. Section 91.999 would be superseded to allow for a penalty for items not prescribed in Section 10.999 of the city ordinance.

Budget Impact: Budget impact would be minimal.

Description/Background: Violations of the fire code/failing to comply with the fire code are an issue for the fire department. At times, we return numerous times to reinspect a property to ensure compliance. The ordinance change will allow the Fire Chief or Fire Marshal to issue a municipal infraction citation should a property owner fail to comply with a notice to correct a violation. Typically, the property owner is given 30 – 45 days to correct a violation. Depending on the issue, this change would allow for a citation to be issued if the violation is not corrected in the time authorized for repair.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: March 20, 2024
RE: 24 North 1st Avenue

Strategic Plan:

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

Plan Objective: Support the Marshalltown Central Business District and development in downtown.

Recommendation: Council direction requested.

Budget Impact: Potential project savings from funding source council-designated local option sales tax.

Description/Background: The city has been presented with an offer to purchase the 24 North 1st Avenue property. The property is adjacent to Vaughn's Pub. Attached is the offer from Mobius Group, DBA Vaughn's Pub 22 N 1st Avenue for $5,000.

Staff have the following historical perspective on this parcel: On January 31, 2022 the Council gave staff direction for the City Centre Parking Lot Extension project indicating the $71,500 should come from Local Option Sales Tax. This project was to follow the demolition of the building which was substantially completed in February 2024.

Moving forward, the lot line survey needs to be completed before Bolton & Menk can complete the design on the Parking Lot Extension. If the Council wishes to abandon or suspend the completion of the City Centre Parking Lot Extension in light of this offer, staff will need a directive to follow Iowa Code 364.70 and City policy for the sale of surplus city property for the next Council meeting.

The Sealed Bid method is used when there is a potential of multiple purchasers. In this case a public notice is issued with details on the property and requesting all bids be turned in by a specific date and time. The highest compliant bid received is the bid that is recommended to the City Council for the sale of the property.

To use the Direct Sale method: the fair market value of the property is known or easily ascertainable; or where the property due to its nature, size or location is only marketable to a limited number of potential purchasers. Note: The assessed value of this commercial parcel is $10,400 and is zoned Urban Core which requires a multi-story building.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

03/19/24

To the City of Marshalltown,

The Mobius Group, DBA Vaughn's Pub, 22 N 1st Ave, would like to make an offer to purchase the property located at 24 N 1st Ave for the amount of $5000.00.

Thank You,

John Lynch / Kevin Vaughn

MARSHALLTOWN
IOWA

Joel Greer, Mayor
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: March 21, 2024
RE: Sealed bid process for 411 W Linn St

Strategic Plan:

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

Plan Objective: Increase housing opportunities at all levels.

Recommendation: Issue sealed bid for neighborhood improvement for 411 W Linn Street.

Budget Impact: Revenue from sale of lot.

Description/Background: The city property at 411 W Linn Street was part of the in-fill housing grant. At the March 11, 2024 council meeting, staff were directed to dispose of the lot by sealed bid. I was contacted by Craig Harabedian with Linn Street Properties who is interested in purchasing this lot. Mr. Harabedian has an agreement with the Friends of the Library to purchase and move the 2 houses they own. Mr. Harabedian was able to purchase the city property at 406 W Linn Street through the request for sealed bid for neighborhood improvement. He requested the opportunity to purchase 411 W Linn Street through this same process. Moving the houses to the same block would be ideal logistically for the project. Attached is the bid form that would be utilized outlining the bid requirements.

Staff request approval to issue the request for sealed bid with neighborhood improvement for 411 W Linn St. The request would be issued April 2nd, with bids due on May 7th. Council would review bids at the May 13th meeting. If the council would like to accept a bid the public hearing would be set on May 28th and the public hearing held on June 10th to approve the sale.

Included in the packet is the bid that was accepted for 406 W Linn Street for more information on the project.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

MARSHALLTOWN
IOWA
CITY CLERK'S OFFICE

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

Sale of Residential Lot for Neighborhood Improvement
411 West Linn Street

The City of Marshalltown, Iowa, will accept sealed bids on the Tuesday, May 7, 2024, at 10:00 A.M. CST for the following described real property ("Property") located in Marshall County, known as 411 West Linn Street and legally described as the following:

> The South Half of Lot Seven in Block Five, Rice's Addition to Marshall, Marshall County, Iowa.

The property is approximately 60 feet wide by 90 feet deep. It is zoned as Medium Density-Residential. The property was acquired by the city from a tax deed certificate, with the all utility services removed when the structure was demolished.

Sealed bids are due on or before May 7, 2024, at 10:00 AM CST, in the office of the City Clerk, City Hall, 24 North Center Street, Marshalltown, Iowa. Any bid received after the time and date specified shall not be considered. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve such bidder from any obligation with respect to a submitted bid. Each bid must be submitted on a fully completed bid blank, as provided by the City, in an opaque sealed envelope marked with the Property's address. No faxed or emailed bids will be accepted. Bids will be opened immediately following the deadline. Anyone submitting a bid for the Property must agree in writing to meet the conditions set by the City of Marshalltown concerning the uses of the Property.

The Marshalltown City Council will discuss the bids received at May 13, 2024, City Council meeting. At that time, the City Council may accept a bid and award the sale of the Property to the bidder whose application is the most advantageous to the citizens of the City, as determined by the City Council, or the City Council may reject any or all bids in its sole discretion. The City Council reserves the right to waive any discrepancies or technicalities associated with any bid.

Sale of Lot & Construction

The Property being sold is available due to an enforcement action or voluntary relinquishment of the Property to the City of Marshalltown. The City has cleared the property and removed all known construction debris. Gas, electric, water and sewer services have been discontinued. The Property is being sold "AS IS". No survey has been performed, so the bidder should carefully inspect the Property prior to making a bid on the Property.

The Property will be conveyed to the successful purchaser by quit claim deed with right of reversion. If an abstract is requested, the Purchaser must furnish this at their own expense. Closing shall take place within 60 days of award of the Property to the chosen bidder. The entire bid price will be due and payable at closing. All bids must be cash transactions and may not be conditioned on financing.

Bids shall be considered firm offers to purchase the Property and will be held open for a period of sixty (60) calendar days from the above-referenced deadline for submission. If a development agreement prepared by the City and presented to the winning bidder is not executed and submitted to the City within twenty (20) business days of City Council awarding the bid, or if the transaction otherwise fails, the bid will be deemed null and void, and the City Council will proceed to award the bid to the next best bidder as determined by the City Council, reject all bids, or issue a new bid for the Property, in the Council's sole discretion.

The Property is being sold with the sole purpose of encouraging new home construction in infill areas. The Property will not be sold to increase an adjoining landowner's lot size. A new home must be built or moved onto the Property and made suitable for occupancy within 24 months of closing. Extensions to this time limitation may only be granted by specific permission of the City Council. Homes built must be of stick-built or manufactured residential construction, and meet the following requirements:

1) If a driveway is installed exiting onto West Linn Street, it must be paved.
2) The public sidewalk must be per code, which will be required as part of the building permit.
3) Homes constructed must conform to all Marshalltown building and zoning codes.

There is no minimum sales price for the lot.

The City has a residential tax abatement available on new construction on a 3, 5- or 10- year sliding scale. If the home to be constructed meets the requirements of the Make Marshalltown Home program through Marshalltown Area Chamber of Commerce, the owner can elect to take the $10,000 cash incentive in lieu of the tax abatement.

Bid Form – 411 West Linn Street

Describe the intended use for the property, bidder's experience in residential property development and construction, and any other relevant information. Please attach a separate sheet of paper if needed:

_____

_____

_____

_____

Please provide the following information about the residential property to be built:

Square Footage:		Construction Cost:	
Number Stories:		Number Bedrooms:	
Type of Home:		Number of Units:	

My bid for 411 West Linn Street: $_____

Please list any local (Marshall County) subcontractors or suppliers:

_____

_____

_____

_____I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the requirement to complete construction of a home on the Property suitable for occupancy within 24 months.

_____I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

_____I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Bidder Information:

Name:	
Address:	
Contact Phone:	

Signature:_____Date: _____

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on May 7, 2024.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

Bid Form – 406 West Linn Street

Describe the intended use for the property, bidder's experience in residential property development and construction, and any other relevant information. Please attach a separate sheet of paper if needed:

See attached sheets

Which Friends of the Library house will be moved (circle): 110 W. Linn or 112 W. Linn

What are the estimated moving and construction costs: $ 90,000.00

Is there a written offer to purchase a house from the Friends of the Library? _X_ Yes ___ No

Please list any local (Marshall County) subcontractors or suppliers:

Ferneau & Sons House Moving, LLC

Poured Foundations, Inc.

My bid for 406 West Linn Street: $ 100.00

CH I acknowledge and agree to all of the requirements detailed in the bid notice and specifically acknowledge and agree to the requirement to complete construction of a home on the Property suitable for occupancy within 24 months.

CH I acknowledge and agree to fully comply with the requirements of the Marshalltown Code of Ordinances as it may relate to construction activities upon the Property.

CH I acknowledge and agree the City of Marshalltown has the right to reject any or all bids.

Bidder Information:

Name: Linn Street Properties, LLC Craig Harabedian, President

Address: PO BOX 1146, Marshalltown, IA 50158

Contact Phone: 313-244-4104

Signature: Craig Harabedian Date: 7/19/22

Please seal your bid in an envelope and submit to the City Clerk, 24 North Center Street, Marshalltown, IA 50158 no later than 10:00 A.M. CST on July 20, 2022.

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

Linn Street Properties, LLC
PO BOX 1146
Marshalltown, IA 50158

July 20, 2022

City of Marshalltown
24 N Center Street
Marshalltown, IA 50158
RE: Proposal to Purchase City Owned Lot at 406 W Linn St

Dear City Administrator Jessica Kinser:

This is a proposal to purchase the vacant lot located at 406 W. Linn St. in Marshalltown, Iowa from the City of Marshalltown by Linn Street Properties, LLC.

Linn Street Properties, LLC ("LSP") is attempting to purchase and then move two houses currently owned by the Friends of the Marshalltown Public Library ("Friends") and needs to find nearby vacant lots to move the houses to. Currently the Friend's houses are located on the 100 block of W. Linn St. and the lot at 406 W. Linn St. would be a perfect location for one of the houses since it minimizes the distance to move the home.

As you may know, the Marshalltown Public Library is considering expanding the physical size of the library in the near future and would like the land that the houses are currently located for that expansion. Instead of demolishing the houses, it would be mutually beneficial if the houses were instead moved to a vacant lot in the city and then sold to a local family. This would add another good house back onto the tax rolls for the city and provide a place for a family to call home in the tight housing market of Marshalltown.

LSP shall purchase the houses from the Friends, the vacant lot from the City, and contract the overall move of the houses. The Friends shall retain the land the houses are located on for the future library expansion and save on demolition expenses.

LSP located in Marshalltown and is owned by Craig Harabedian. An electrical engineer by training, Craig has extensive experience in System Engineering, and Engineering Project Management. LSP will contact most of the work on the project with local businesses to help grown the local Marshalltown economy.

Sincerely,
Craig Harabedian
President
Linn Street Properties, LLC

14 July 2022

To Whom It May Concern:

The Friends of the Marshalltown Public Library, a not-for-profit, 501(c)(3) corporation, established in 1997, is the current owner of two houses, located at 110 West Linn Street, and 112 West Linn Street, both in Marshalltown.

The Friends of the Marshalltown Public Library board will entertain an offer to sell either or both houses to Linn Street Properties, LLC.

Respectfully,

Jeff Hutton, president

Friends of the Marshalltown Public Library Board

Linn Street House Project

Project Overview

Library

- Library needs to remove two houses for an expansion project
- Would like to move the houses instead of demolish

Linn Street Properties

- Would like to save homes in Marshalltown
- The town lost many homes after the tornado
- Housing shortage in town
- Building supply shortage nationwide
  - Building new homes has become more expensive and is taking longer than before the COVID pandemic

Overview

- Created a company to handle the project
- Linn Street Properties, LLC
  - Contact Information

    PO Box 1146

    Marshalltown, IA 50158

    charabed@gmail.com

- Who is Linn Street Properties?

  Craig Harabedian

  -11 years of engineering experience

  -Project management

  -System engineering

  -Electrical engineering

  -Lives locally in Marshalltown

  -Believes strongly in the mission of the public library

  -Would like to save historic homes

Project Timeline

- Find a new location for the homes
  - Priority to buy city owned plots near the library
    - Return those plots to the tax rolls
    - Cheaper and easier to move to a location near library
    - Currently working with city offices to find said plots
- Dig and pour foundation at new location
  - Must match layout of the houses
- Disconnect services from houses
  - Electricity, water, gas, telephone
- Demo structures that are not moveable
  - Garage and back "mudroom" on 112 Linn
  - Front porches may not be moveable. Plan to recreate them at new location if need be.

Project Timeline Cont.

- Move appliances that we intend to keep
  - Furnace, AC, kitchen appliances
- Move the houses
  - Ferneau & Sons House Moving
- Will have to remove the old foundations for safety
- Houses will be placed on new foundation
- Damage from move will be repaired
- Reconnect services to houses at new location

Sale of Houses

- Improve the state of the houses
  - Good "bones" but need some cosmetic improvements, especially inside
- Intend to sell the houses
  - Current market for homes of this size in Marshalltown is $115,000~$150,000
  - 3.3% increase in price year over year in Marshalltown market
  - Donate a portion of the profits back to the library

Budgeting

- Assumptions
  - Can buy the houses for very little
  - City will sell nearby lot for very little
- Financials
  - Plan to fully pay for the project out of pocket. No financing required.
  - Will consider partnering with another group if they are a good fit for the project

Recorded: 10/04/2022 at 03:36:17 PM
Amt: $67.00 Charge Page 1 of 13
Revenue Tax:
Marshall County Iowa
Nan Benson County Recorder
File 2022-00005257

$67 chg

Box * Return to preparer: Alicia Hunter, City Clerk,
City of Marshalltown, Marshalltown, IA 50158, 641-754-5701

Document Title: CONVEY BY QUIT CLAIM DEED

OWNER: City of Marshalltown 24 North Center Street, Marshalltown, IA 50158	LEGAL DESCRIPTION: LOT 3, BLOCK 8, RICE'S ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA
GRANTOR: City of Marshalltown	GRANTEE: Linn Street Properties, LLC PO Box 1146, Marshalltown, IA 50158

CLERK'S CERTIFICATE

STATE OF IOWA)
) ss:
COUNTY OF MARSHALL)

I, Alicia Hunter, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, Iowa. That as such City Clerk I have in my possession and under my control the official records of the City of Marshalltown, Iowa. That I certify the foregoing papers to which this certificate is attached are true and correct extract of records pertaining thereto.

a) Clerk's Certificate.
b) Real Estate Purchase Agreement.
c) Resolution 2022-250 Approving the Real Estate Purchase Agreement and Providing for the Conveyance and Transfer of Title for 406 West Linn Street from the City of Marshalltown, Iowa to Linn Street Properties, LLC.
d) Section of Council Minutes August 8, 2022.
e) Affidavit of Publication.
f) Resolution 2022-203 Setting a Public Hearing for the Conveyance and Transfer of Title of 406 West Linn Street to Linn Street Properties, LLC for $100.

CITY OF MARSHALLTOWN IOWA SEAL

Dated this 4th day of October, 2022

Alicia M. Hunter
Alicia M. Hunter, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation ("SELLER"), and **LINN STREET PROPERTIES LLC**, an Iowa limited liability company ("BUYER"), as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of the real property ("Property") situated in the City of Marshalltown, Marshall County, Iowa, locally known as 406 West Linn Street, Marshalltown, Iowa 50158, Parcel No. 8418-35-108-004, and legally described as follows:

LOT 3, BLOCK 8, RICE'S ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be One Hundred and 00/100 Dollars ($100.00) upon performance of SELLER'S obligations and satisfaction of BUYER'S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. **DEVELOPMENT OF PROPERTY.** BUYER agrees, at BUYER'S expense, to develop the Property by completing constructing a single-family home on the Property suitable for occupancy within twenty-four (24) months from the date the deed conveying the Property from SELLER to BUYER is filed with the Marshall County Recorder, subject to such reasonable extension(s) BUYER and SELLER may mutually agree upon, in writing. The requirement that BUYER construct a home on the Property shall not preclude BUYER from moving a home to the Property from another location. BUYER'S development of the Property shall comply with all relevant provisions of the City Code of the City of Marshalltown and BUYER shall obtain all necessary permits and undergo all necessary inspections. Until such time development of the Property is complete and a certificate of occupancy issues, BUYER shall not encumber the Property by lien, mortgage, or other similar debt obligation, nor sell the Property to a third-party, without the express written consent of SELLER. The provisions of this Agreement, generally, and this Paragraph, specifically, shall survive closing.

3. **RIGHT OF REVERSION.** Notwithstanding anything herein to the contrary, and as security for BUYER'S obligation to develop the Property as provided in the preceding paragraph, the Quit Claim Deed conveying the Property to BUYER shall contain a right of reversion which may be exercised by SELLER, in its reasonable discretion, if BUYER fails to develop the Property pursuant to the terms of this Agreement.

To exercise SELLER'S right of reversion, SELLER shall issue BUYER a written notice to cure providing SELLER thirty (30) days in which to complete the required development. Should BUYER fail to comply with SELLER's written notice to cure, BUYER agrees to execute and deliver to SELLER, within thirty (30) days of the expiration of BUYER'S period to cure, a Quit Claim Deed and any other documents necessary to convey title to the Property to SELLER. BUYER further agrees to take all reasonable steps to ensure SELLER acquires marketable title to the Property, including without limitation satisfying any lien, mortgage, or other similar debt obligation encumbering the Property. BUYER acknowledges and understands the exercise of SELLER'S right of reversion shall entitle SELLER to ownership of the Property, as improved by BUYER, including all improvements and betterments, including fixtures attached to the Property, with no remuneration to BUYER.

Further, SELLER reserves the right to enforce the terms of this Agreement, including the right of reversion, by instituting a legal action for specific performance and/or to quiet title in SELLER. SELLER shall be entitled to compensation for reasonable attorney fees and court costs in such an action.

SELLER'S reversionary right with respect to the Property shall terminate and be of no further force or effect the earlier of when BUYER (or its permitted successors, assigns, or transferees) completes development of the Property, as herein required, or thirty (30) months from the date the deed conveying the Property from SELLER to BUYER is filed with the Marshall County Recorder, in which event SELLER agrees to execute any documents reasonably requested by BUYER to evidence termination of the City's reversionary right as set forth herein.

4. **REAL ESTATE TAXES.** BUYER assumes the obligation to pay any real estate taxes accrued against the Property and constituting a lien against the Property through the date of closing whether payable at the time of closing or otherwise. It shall be BUYER'S responsibility to confirm potential real estate tax liabilities with the Marshall County Treasurer's Office prior to executing this Agreement. BUYER shall pay all subsequent real estate taxes to the extent required by law.

5. **SPECIAL ASSESSMENTS.** SELLER is an Iowa municipal corporation, and the Property is exempt from special assessments. BUYER shall pay all subsequent special assessments to the extent required by law.

6. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs, provided SELLER shall have the right but not the obligation to repair such damage. In the event the Property is damaged prior to closing or possession this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

7. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLER'S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing

from BUYER under this Agreement. Closing shall be held on such date as the parties may mutually agree, but not later than October 31, 2022.

8. **CONDITION OF PROPERTY.** SELLER makes no warranties, expressed or implied, as to the condition of the Property and BUYER shall take possession to the Property "as is." BUYER acknowledges BUYER has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

9. **ABSTRACT AND TITLE.** BUYER, at its expense, may obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and BUYER'S attorney may, at BUYER'S expense, examine the abstract after it is continued through the date of acceptance. If BUYER'S title opinion does not show marketable title in SELLER in conformity with Iowa law, and title standards of the Iowa State Bar Association, BUYER may request SELLER make reasonable efforts to perfect title, provided SELLER shall be under no obligation to do so. If closing is delayed due to SELLER'S inability to perfect title, or election not to perfect title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

10. **DEED**. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Quit Claim Deed prepared by SELLER at SELLER'S expense.

11. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

12. **ENVIRONMENTAL MATTERS.** SELLER warrants to the best of its knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks located on the Property, which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants the property is not subject to any local, state or federal judicial or administrative action, investigation or order regarding wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks.

13. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM**. SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

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

15. **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 to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. 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.

16. **REMEDIES OF PARTIES.**

A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

17. **REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

18. **CERTIFICATION.** BUYER and SELLER each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

19. **APPROVAL BY CITY COUNCIL.** This Agreement shall be expressly contingent upon approval by the City Council for Marshalltown, Iowa.

20. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic

signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

21. **ADDITIONAL PROVISIONS.** None if not listed in an addendum hereto.

22. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

BUYER

LINN STREET PROPERTIES LLC,
an Iowa limited liability company

Dated this 27 day of September 2022

By: Craig Harabedian
Craig Harabedian, President

Address: P.O. Box 1146
Marshalltown, IA 50158

Telephone: (313) 244-4104

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this 27th day of September 2022 before me, the undersigned, personally appeared **Craig Harabedian**, as President of Linn Properties, LLC, an Iowa limited liability company, who being duly sworn, executed the foregoing instrument and affirmed such execution to be his voluntary act and deed on behalf of said company, as authorized by its members.

Alicia Hunter
Notary Public in and for said State

NOTARIAL SEAL IOWA
ALICIA HUNTER
Commission Number 827193
My Commission Expires
10/29/23

SELLER

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this 13th day of September 2022

By: Joel Greer
Joel T.S. Greer, Mayor

Attest:

Alicia Hunter
Alicia Hunter, City Clerk

Address: City Hall
24 North Center Street
Marshalltown, IA 50158

Telephone: (641) 754-5701

STATE OF IOWA,
MARSHALL COUNTY, SS:

On this 13th day of September 2022 before me, the undersigned, personally appeared **Joel T.S. Greer**, as Mayor, and **Alicia Hunter**, as City Clerk, for the City of Marshalltown, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

Esmeralda Armas-Huizar
Notary Public in and for said State

NOTARIAL SEAL IOWA
ESMERALDA ARMAS-HUIZAR
Commission Number 796427
My Commission Expires
May 27, 2025

2022-250

RESOLUTION APPROVING THE REAL ESTATE PURCHASE AGREEMENT AND PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 406 WEST LINN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO LINN STREET PROPERTIES, LLC

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City to approve the real estate purchase agreement and convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to Linn Street Properties, LLC with the contingency that a house owned by the Friends of the Library must be moved to the lot; and

WHEREAS, the consideration for the transfer of the real estate to Linn Street Properties, LLC, as set forth in Section 1, is the full sum of $100.00 (One Hundred and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to Linn Street Properties, LLC is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held on August 8, 2022.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the Real Estate Purchase Agreement and the conveyance and transfer by Quit Claim Deed 406 West Linn Street, Marshalltown, Iowa 50158, Parcel No. 8418-35-108-004, and legally described as follows:

LOT 3, BLOCK 8, RICE'S ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA

From the City of Marshalltown to Linn Street Properties, LLC. The consideration for such conveyance shall be the sum of $100.00 (One Hundred and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no

longer utilizes or needs facilities in this location.

Section 3. Authority to Grant Extensions: The City Administrator is hereby authorized and empowered to grant such extensions pursuant to the terms of the First Amendment to Real Estate Purchase Agreement as the City Administrator deems necessary or advisable within the City Administrator's exercise of reasonable discretion.

Passed this 12th day of September 2022, and signed this 13th day of September 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter

Alicia Hunter, City Clerk

COUNCIL PROCEEDINGS
AUGUST 8, 2022

Mayor Greer called the meeting to order at 5:30 PM, August 8, 2022, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker. Councilor Ladehoff participated in the annual Theravada Dhamma Society celebration which had a great turnout. Councilor Thompson attended the state softball tournament hosted in town with a great turnout, had a tour of the impressive new airport hanger and looks forward to a public open house this fall and, also recognized the MCBD Ridiculous Days.

****

RESOLUTIONS

Mayor Greer opened a public hearing at 6:03 pm regarding THE CONVEYANCE AND TRANSFER OF TITLE FOR 406 WEST LINN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO LINN STREET PROPERTIES, LLC. No written comments were received. Public comments were received from Mark Eaton, 1007 S. 10th Ave., questioning the sales price in light of demolition costs; Craig Harabedian, owner of Linn Street Properties LLC, offering explanation of the proposal; and Sarah Rosenblum, Director of the Marshalltown Public Library, explaining the houses and 110 and 112 West Linn Street are owned by the Friends of the Library and not the City of Marshalltown. Jessica Kinser, City Administrator, provided an overview of the process which led to the bid and the next steps of securing a development agreement for the August 22nd meeting. Mayor Greer closed the public hearing at 6:07 pm.

****

The meeting adjourned at 6:24 pm.

/s/ Alicia Hunter, City Clerk

Times-Republican

AFFIDAVIT OF PUBLICATION

STATE OF IOWA
Marshall County, ss.

I, Colleen Ward, being first duly sworn, on oath depose and say that Marshalltown Newspaper, LLC is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshall, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Accounting Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times- Republican" once each week for:

1 consecutive weeks on the days and dates as follows, to-wit:

29 Jul 2022

Statutory fees for publishing said notice are:

$16.60

Colleen Ward

Sworn to before me and subscribed in my presence by the said Colleen Ward, this

29th day of July 2022

Sandra Plummer, Notary Public
Marshall County, Iowa
Commission No. 766297
Commission Expires January 14, 2023

SANDRA PLUMMER
MY COMMISSION EXPIRES
1-14-23

PUBLIC NOTICE
NOTICE OF INTENT TO CONVEY AND TRANSFER TITLE OF CITY OWNED PROPERTY

Public notice is hereby given that there is now on file in the Office of the Clerk of the City of Marshalltown, Iowa a proposal to transfer and convey title by Quit Claim Deed the following property:
406 West Linn Street, legally described as: LOT 3, BLOCK 8, RICE'S ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA

From the City of Marshalltown to Linn Street Properties, LLC. The consideration for such conveyance shall be the sum of $100 (One Hundred and 00/100).

The final action and public hearing will be held on August 8, 2022, at 5:30 pm in the Council Chambers at City Hall, 10 W State Street, Marshalltown, Iowa, and that all objections thereto or other comments may be made at that time. This notice is given as required by Section 364.7 of the Code of Iowa.

Alicia Hunter, City Clerk
Published in the Times-Republican
Jul 29, 2022

L60004

2022-203

RESOLUTION SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF 406 WEST LINN STREET TO LINN STREET PROPERTIES, LLC FOR $100

WHEREAS, the City of Marshalltown has a lot at 406 West Linn Street, which was acquired through a direct purchase in order to demolish an abandoned property through the Dangerous and Dilapidated Building Program; and

WHEREAS, the Friends of the Library own two residential properties at 110 and 112 West Linn Street, which they would like to see relocated to continue to serve a housing need rather than being demolished; and

WHEREAS, the City is offering a Quit Claim Deed for 406 West Linn Street with the contingency that a house owned by the Friends of the Library must be moved to the lot; and

WHEREAS, one bid was received which proposes to spend $90,000 on the moving and construction costs in order to relocate one of the houses from Linn Street Properties, LLC; and

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed 406 West Linn Street, legally described as the following:

LOT 3, BLOCK 8, RICE'S ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA

From the City of Marshalltown to Linn Street Properties, LLC. The consideration for such conveyance shall be the sum of $100 (One Hundred and 00/100).

WHEREAS, the property being transferred by the City of Marshalltown, Iowa is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

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

August 8, 2022, 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 July 2022, and signed this 26th day of July 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN
IOWA

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

TO: Mayor and City Council
FROM: Geoff Hubbard, Park & Recreation Director
DATE: March 4, 2024
RE: DISCUSSION – 6th Street Softball Complex Irrigation

Strategic Plan:

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

Plan Objective: To provide improvements to the 6th St Softball Complex and update the old irrigation system with a new system.

Recommendation: To approve the Parks & Recreation Department to seek bids to replace the irrigation on the 3 fields at the 6th Street Softball Complex.

Description/Background: The existing irrigation system is around 20 years old and is a hydraulic valve type system that isn't used anymore and is no long able to be repaired. For the last 2 softball season we have not had the irrigation system working. In 2022 there was enough rain to keep the fields looking decent throughout the year but last year in 2023 it was very dry and the fields were to the point of being too hard and unsafe towards the end of the season. We have struggled to find irrigation contractors who would even come look at it to repair it because of how old the system is and ability to find parts.

We have been given an estimate of $100,000 to replace the entire system with a new Hunter/Rainbird system, with the addition of quick couplers for water hose access and an infield system for dust control that can be run separately from the grass areas. This could be used during long weekend days of play to keep the infield dust down and help with dragging of the fields. This system could be installed over a couple of days per field with minimal impact to the fields themselves. Main lines would be run along the outfield/warning track area and would be trenched, the rest of the lines would be slit/cut into the fields and could be playable after installation.

We would like to put bids out the last week of March if funding is available and have them due mid-April and award at the April 22 Council meeting so installation could begin sometime in June. We would work with the softball association on schedule in games that week or two to not play on 1 field during installation and rotating through as each field gets worked on.

Budget Impact: Estimated costs are $100,000 to put in a new system. Funding sources could include LOSST or ATE Beautification.

CITY COUNCIL
Al Hoop, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

MARSHALLTOWN
IOWA

Joel Greer, Mayor
Vacant, 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: March 25, 2024
RE: Discussion - Ordinance Revision – Parking Rules (Chapter 72)

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: Finalize Discussion to bring back Ordinance Revision.

Budget Impact: Minimal publication costs for ordinance revision, if passes through 3 readings.

Description/Background:
City staff have revised Chapter 72 based on the discussion from the March 11th, 2024 city council meeting and additional feedback we have received from the public since that time. We have come up with the attached ordinance revision. Due to some differences and a lack of consensus at the last discussion, we are bringing forward this as a discussion again. This would provide for the following Ordinance Amendment schedule:

Discussion – March 11th, 2024
Discussion – March 25th, 2024
1st Reading – April 8th, 2024
2nd Reading – April 22nd, 2024
3rd Reading – May 13th, 2024
Effective – May 20th 2024

Specific changes and outcomes from that discussion and additional city staff review include:

1. Added/Clarified 24-Hour restriction to parking in street right-of-way or terraces (on approved parking surfaces that don't create visibility concern).

2. Added language that prohibits parking in alleys for loading/unloading of goods when city has installed permanent or temporary signage (exception with specific garbage/recycling requirements).

3. Clarified and added language to set apart Chapters 72 Parking and 156 Zoning:
    a. Chapter 72 applies to all properties / areas.
    b. Chapter 156 parking regulations only apply to new development or projects where redevelopment hits certain triggers.
    c. Cross checked parking count restrictions to prevent conflicting regulations.

4. Allowable driveway material changes:
    a. Driveway Approaches
        i. Proposed: Concrete or Asphalt
        ii. Previous: Concrete, Asphalt, or Solid Brick
    b. Front Yard Driveways
        i. No Change (Concrete, Asphalt, or Solid Brick)
    c. Side & Rear Yard Driveways / Parking
        i. Proposed: Concrete, Asphalt, Seal Coat, or Solid Bricks.
        ii. Proposed Exception: Gravel or Crushed Stone shall be allowed if directly connected through the driveway to a gravel street, gravel alley, or grassed alley.
        iii. Previous: [Depends on which code section you were looking at], but in Ch 72: Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone

5. Provided option for unconnected Parking Pad:
    a. A maximum of two parking pad spaces may be created per parcel without connection to a driveway, curb drop, or entrance for seasonal or temporary parking of licensed and operable vehicle that is not moved or driven off the parking pad more than 6 times annually and does not create ruts in the yard exceeding ½-inch as a result. The parking pad shall meet materials allowed in section § 72.038 and not be larger than 12-ft x 24-ft for each pad. Stand-alone parking pads shall not be closer than five feet to any established property line.

6. Modified section on Max # of Operable Vehicles in Rear & Side Yards:
    a. No change - DWELLING, SINGLE-FAMILY ATTACHED; DWELLING, SINGLE-FAMILY DETACHED; DWELLING, DUPLEX; and DWELLING, TOWNHOUSE: Not more than two (2) per dwelling unit. (Effective 9-30-2013)
    b. Added - DWELLING, MULTIPLEX and DWELLING, APARTMENT: Not more than one and a half (1.5) per dwelling unit, unless parking area was/is:
        i. Submitted and approved with a City of Marshalltown Building or Parking Lot permit
        ii. Constructed of concrete, asphalt, or solid brick.
        iii. Meet all requirements of § 156, Article E, including maximum stall counts. (Effective 5-1-2024)
    c. Added (Citizen Comment) - On properties where there is no front yard driveway, the above numbers of allowed vehicles shall be allowed to be increased by one half (0.5).
    d. Clarified - Where calculations yield a fractional result, only fractions of 0.5 or greater shall be rounded to the higher whole number.

7. Modified driveway width allowances:
    a. Added – Where not connected to garage, 10-ft width + 1 extension
    b. Changed – Driveway Extension Width from 10-ft to 14ft
    c. Added - In cases where the garage is more than four feet wider than the edge of a garage overhead door, the Engineering Office shall have the discretion to reclassify the # of vehicle stalls the garage is based on the width the garage is and not the # of vehicles the door allows.
    d. Added clarification - Where the driveway maximum allowable widths do not provide for the desired and allowable parking for properties of DWELLING, MULTIPLEX and DWELLING, APARTMENT, parking lots shall be required. Parking Lots shall be:
        i. Submitted and approved with a City of Marshalltown Building or Parking Lot permit
        ii. Constructed of concrete, asphalt, or solid brick.
        iii. Meet all requirements of § 156, Article E, including maximum stall counts. (Effective 5-1-2024)

8. Previously the section was called, “Parking in Business and Residential Yards”; however, sections seemed to limit most of the requirements / scope to residential. We pulled a section out specific to business yards only:
        i. Required driveway/parking composition to meet residential driveway material requirements or Ch 156 zoning requirements <intent/desire – not allow grass parking; however, P&Z may need to review further>. Ch 156 does have provision “Areas used to store equipment or service vehicles used in connection with the operation of a business located on the premises, may be surfaced with gravel or grass that is maintained to eliminate blowing dust and erosion.”
        ii. Unlicensed / inoperable vehicles – made it unlawful for these to be located outside unless allowed by Ch 156 Zoning Code (ie junk yards, short term storage for mechanic/repair shop)
        iii. Allowed for violations to be responsibility of property owners & registered vehicle owners. Confirmed no prior warnings are required – can go direct to penalties.

9. Based on Council concern of waiving yard parking requirements during snow alerts sending mixed messages to residents, that was not incorporated in the ordinance revision.

10. Updated Violator and Penalty Sections to reference Fees set by Resolution.

FROM 03/11/24 DISCUSSION

In 2023, Public Works staff noted discrepancies between Zoning Code Chapter 156 that was adopted by Council in 2022 and sections of Chapter 72, Parking Rules. As staff began looking at updating Chapter 72 to get rid of the discrepancies, we determined several sections in the Chapter deserved further review and potential updates.

Engineering staff that issue permits and perform inspections on driveways have relayed some concerns / comments from property owners and contractors. Many of these concerns are related to the size restrictions that the City currently has for driveway and driveway extensions; staff have met internally and worked to incorporate those changes into this proposed revision. The current dimension restrictions were in the code at least as far back as 1997; however, with some of the parking challenges that certain properties have, we are proposing to modify them in an attempt to balance zoning restrictions and a private property's ability to accommodate vehicles when the lot can accommodate them.

We also received complaints and comments frequently about "yard parking". Our current code prohibits parking on a grassed yard and also eliminated gravel as a driveway material option for front yard driveways installed after January 1, 2010. During November and December of 2023, Engineering staff looked for potential yard parking violations and compiled a list of 364 potential yard parking violations. Some of these were parked on gravel-ish driveways which we have not reviewed historically aerials to determine if they were gravel drives in place prior to 2010 or not. Before looking closer at each of these 364 properties further, we hoped to clarify and update our code section so that we can provide educational outreach and potential options for these property owners that are in violation.

We have attached our current Chapter 72, Parking Rules with changes tracked. A summary of some of the proposed changes / issues include:

1. Inconsistency in driveway and parking material requirements / definition of "All-Weather":
    a. Zoning code (Ch 156) requires that all parking spaces consist of asphalt, concrete, or other all-weather surface approved by City Engineer. In definitions "ALL-WEATHER SURFACE is defined by an improved surface that is constructed of four inches of concrete, asphalt, graded stone, grass-crete pavers, uni-stone pavers, or other paving materials approved by the City Engineer." Zoning has been enforcing "all weather" to mean concrete or asphalt and not allow gravel.
    b. Fire code requires that fire access routes (typically multi-residential, industrial, commercial uses) have all-weather driving surface of asphalt or concrete capable of supporting apparatus weight load of 40 Tons. Graded stone is not an acceptable "all-weather" material.
    c. Chapter 72 requires drives in front yards (after 01/01/2010) to be concrete, asphalt, or solid bricks.
    d. Driveway Permitting requires:
        i. All driveways and sidewalks installed in street ROW to be a minimum of 6-inches of Portland Cement Concrete or equivalent strength asphalt.
        ii. All driveways and extensions on private property must be concrete, asphalt, or brick. Use of gravel on any new driveway or driveway extension is prohibited. Existing gravel drives must be maintained with fresh gravel, as needed, and be clear of weeds and grass.

2. Conflicting information on terrace / street right-of-way parking:
    a. Revised language to clarify, parking in terrace area is allowed only if:
        i. it does not create a visual hazard
        ii. it is designated parking area
        iii. vehicles aren't there for more than 24 consecutive hours

3. Recommended changes to residential driveway extension allowed widths:
        i. Change from 10-ft to 16-ft

There are several sections we are requesting council input to determine what the ordinance should be. These include:

1. Confirmation of allowable materials for driveways and parking areas.
    a. Staff recommendation (with discussion desired in red):
        i. All driveways and parking areas (regardless of zoning district) shall be concrete, asphalt, or brick. This applies to front, side, and rear yards.
        ii. In street ROW, it must be 6-inch minimum concrete or asphalt equivalent.
        iii. Only new gravel allowed is for industrial storage/laydown area in Industrial Zoned areas; however, the driveway must be concrete, asphalt, or brick.

2. Confirmation / Discussion on this language: (applying only to residential districts)
    a. 72.038 (B), 3. Effective 9-30-2013, not more than two vehicles, including licensed and operable vehicles, recreational vehicles and trailers shall be parked on the side or rear yard of any single-family residential property. Vehicles in excess of this number, or not parked on surfaces meeting the requirements of this section, are subject to penalties outlined in § 72.999 of this chapter.

3. We've had a request to consider the allowance of a parking pad not connected to a driveway be allowed in a rear or side yard to allow for the seasonal/temporary parking of a vehicle or trailer (ie boat or RV over the winter). Any thoughts or input?

Following council direction, Public Works, City Clerk, and the Police Department will review and revise Chapter 72. Our plan would be to bring back an Ordinance Amendment with the following schedule:

1st Reading – March 25th, 2024
2nd Reading – April 8th, 2024
3rd Reading – April 22nd, 2024

We would also have changes that would be needed in the Zoning Code. The City Planner will compile these with additional text changes that have been identified to bring forward a proposed text amendment to the Planning & Zoning Commission, which would then come back before city council for approval.

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CHAPTER 72: PARKING RULES

Section

General

72.001 Definitions

Stopping, Standing or Parking

72.~~001~~ 101 General prohibition

72.~~002~~ 102 Overtime parking

72.~~003~~ 103 Semi-tractors, trucks or trailers

72.~~004~~ 104 Responsibility for vehicles and bicycles

72.~~005~~ 105 Removal of unattended vehicle from bridge, tunnel or causeway

72.~~006~~ 106 Stopping on traveled way

72.~~007~~ 107 Moving another's vehicle

72.~~008~~ 108 Theaters, hotels and auditoriums

72.~~009~~ 109 Parking at right-hand curb

72.~~010~~ 110 Parking within lines

72.~~011~~ 111 Parking over 24 hours

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72.~~016~~ 116 Parking vehicles for display or sale

72.~~017~~ 117 Municipally-owned parking lots

72.~~018~~ 118 Street parking near intersections

Parking in ~~Business and~~ Residential Yards

72.~~035~~ 201 Purpose

72.~~036~~ 202 Scope

~~72.037 Definitions~~

72.~~038~~ 203 Driveways; number, composition, location and size

72.~~039~~ 204 Driveway extensions in front yards; exceptions

72.~~040~~ 205 Front yard parking

72.~~041~~ 206 Unlicensed, inoperable ~~motor~~ vehicles

72.~~042~~ 207 Responsibility for violations

72.~~043~~ 208 No prior notice, warning required

Parking in Business Yards

72.301 Driveway and Parking Composition

72.302 Unlicensed, Inoperable Vehicles.

72.303 Responsibility for Violations

72.304 No Prior Notice, Warning Required

Special Stops

72.~~055~~ 401 Railroads; obedience to signals; crossings

72.~~056~~ 402 Primary roads designated as through highways

72.~~057~~ 403 Emerging and yielding when emerging from private roadway, alley, building or driveway

Habitual Violator Penalty and Procedures

72.~~070~~ 501 Habitual violator

72.~~071~~ 502 Removal and impoundment of illegally parked vehicles

72.~~072~~ 503 Right of owner to redeem impounded vehicle

72.~~073~~ 504 Right to hearing

72.~~074~~ 505 Conduct of hearing

Penalty

72.999 Penalty

GENERAL

§ 72.001 DEFINITIONS.

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

ALLEY. The same as defined in § 156.M.003 of this code of ordinances.

BUSINESS DISTRICT. The same as defined in § 70.001 of this code of ordinances.

CORNER LOT. a lot located at the junction of at least two streets or private ways, or at least two segments of a curved street or private ways, at which the angle of intersection is no greater than 135 degrees.

CURB DROP. A cut made through the street curb that has previously been authorized and approved by the city.

DRIVEWAY. A surface consisting of materials allowed in section § 72.038 constructed and maintained in quality, quantity and size to prevent the creation of ruts in, or deterioration or damage to, the driveway surface or soil beneath from the operation or parking of motor vehicles or vehicles thereon, located within a yard and connected to an approved curb drop or entrance.

DRIVEWAY APRON. The portion of a driveway which is located in street right-of-way.

DRIVEWAY EXTENSION. The portion of a driveway which is in excess of the allotted driveway width, which is contiguous to a driveway, which shall lead to a curb drop, and which consists of materials allowed in section § 72.038 constructed and maintained in quality, quantity and size to prevent the creation of ruts in, or deterioration or damage to, the driveway extension or soil beneath from the operation or parking of motor vehicles or vehicles, or both, thereon.

DWELLING; DWELLING, APARTMENT; DWELLING, DUPLEX; DWELLING, MULTIPLEX; DWELLING, SINGLE-FAMILY ATTACHED; DWELLING, SINGLE-FAMILY DETACHED; DWELLING, TOWNHOUSE; and DWELLING, UNIT. The same as defined in § 156.M.003 of this code of ordinances.

ENTRANCE. A portion of the driveway that is the approved exit from a street or alley onto private property, which has previously been authorized and approved by the city.

FRONTAGE. The length of a property line of any one premises abutting and parallel to a public street right-of-way.

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FRONT YARD. The portion of the parcel that is between the street right-of-way line and the front and closest face of the dwelling. For a corner lot, this includes both yards of a corner lot having a frontage on a street.

LOT. A tract of land represented and identified by number or letter designation on an official plat.

MOTOR VEHICLE. The same as defined in § 70.001 of this code of ordinances.

REAR YARD. The portion of the parcel that remains that is not classified as either front or side yard.

RESIDENCE DISTRICT. The same as defined in § 70.001 of this code of ordinances.

RESIDENTIAL ZONE. Any area of the city designated by the official zoning map of the city as Rural Residential (RR), Low-Density Residential (RL), Medium-Density Residential (RM), High-Density Residential (RH), or Planned Unit Development District with majority Residential Uses.

SIDE YARD. The portion of the parcel that is between the front and closest face of the dwelling and the rear and furthest face of the dwelling. For a corner lot, this includes the yard space that is next to the side of the dwelling that has lesser depth of the dwelling.

STREET. The same as defined in § 156.M.003 of this code of ordinances.

TRAILER. The same as defined in § 70.001 of this code of ordinances.

VEHICLE. The same as defined in § 70.001 of this code of ordinances.

(B) All other words and terms, not enumerated in division (A) above shall be defined as provided in other chapters of this code of ordinances.

(2013 Code, § 20-243) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012)

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STOPPING, STANDING OR PARKING

§ 72.~~001~~ 101 GENERAL PROHIBITION.

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

(A) On a sidewalk;

(B) In front of a public or private driveway;

(C) Within an intersection;

(D) Within five feet of a fire hydrant;

(E) On a crosswalk;

(F) Within ten feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;

(G) Between a safety zone and the adjacent curb or within ten feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;

(H) Within 50 feet of the nearest rail of a railroad crossing, except when parked parallel with such rail and not exhibiting a red light;

(I) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly signposted;

(J) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic;

(K) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

(L) At any place where official signs prohibit stopping or parking;

(M) Upon any street within the corporate limits of the city when the stopping, standing or parking is prohibited by a general ordinance of uniform application relating to removal of snow or ice from the streets;

(N) In front of a curb cut or ramp that is located on public or private property in a manner that blocks access to the curb cut or ramp; and/or

(O) On the terrace or easement area if visual hazard is created.

(2013 Code, § 20-159) (Ord. 68, passed 8-14-1950; Ord. 14702, passed 6-10-2003) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. § 321.358

§ 72.~~002~~ 102 OVERTIME PARKING.

(A) No person shall cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time at any location designated.

(2013 Code, § 20-160)

(B) In reference to overtime parking, the method of parking shall be as follows: every vehicle stopped or parked upon a roadway shall be stopped or parked with the wheels of such vehicle parallel with and within 18 inches of the curb, and not closer than four feet end to end from another vehicle.

(2013 Code, § 20-160.1)

~~(C) The word VEHICLE means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.~~

~~(2013 Code, § 20-160.2)~~

(~~D~~C) (1) Overtime alternate parking shall apply to all streets within the incorporate limits of the city, except as to streets or portions of streets hereinafter expressly excluded or not signed as such.

(2) Overtime alternate parking shall apply to the entire length or course of said street within the incorporate limits of the city, except as to such portion hereinafter expressly excluded or not signed as such.

(2013 Code, § 20-160.3)

(~~E~~D) Streets and avenues running in an easterly and westerly direction, parking on the south side of said street or avenue prior to 9:00 a.m. is prohibited on Monday, Wednesday, Friday and Sunday, and on the north side of said street or avenue prior to 9:00 a.m. on Tuesday, Thursday and Saturday.

(2013 Code, § 20-160.4)

(~~F~~E) Streets and avenues running in a northerly and southerly direction, parking shall be prohibited on the west side of said streets and avenues prior to 9:00 a.m. Tuesday, Thursday and Saturday, and on the east side of street or avenue prior to 9:00 a.m. Monday, Wednesday, Friday and Sunday.

(2013 Code, § 20-160.5)

(~~G~~F) This section shall have no application and is expressly declared to be inapplicable to the existing parking ordinances or regulations in regard to the portions of streets and

avenues bordering on and immediately adjacent to all public-school grounds and also the portions of streets and avenues bordering on and immediately adjacent to all parochial school grounds.

(2013 Code, § 20-160.7)

(~~H~~G) (1) General.

(a) A street or avenue beginning in a straight course from Main Street in a southerly and northerly direction, and then taking a diagonal course, shall for the purpose of this section be classified throughout its length as a north and south street or avenue. A street or avenue beginning in a straight course from Center Street in an easterly and westerly direction and then taking a diagonal course, shall, for the purpose of this section, be classified throughout its length as an east and west street or avenue.

(b) All other diagonal streets or avenues shall be deemed north and south streets if they angle less than 45 degrees from true north.

(c) All other diagonal streets or avenues shall be deemed east and west streets or avenues if they angle more than 45 degrees from true north.

(2) Curved streets. Streets curved in part shall be classified as north and south streets if the major portion thereof runs in a northerly and southerly direction. Streets curved in part shall be classified as east and west streets if the major portion thereof runs in an easterly and westerly direction.

(3) Specific designations. Brentwood Road and Brentwood Place shall be deemed and is so declared north and south streets or avenues for the purpose of this section. Brentwood Terrace shall be deemed and so declared an east and west street or avenue for the purpose of this section.

(2013 Code, § 20-160.8)

(~~I~~H) (1) The principal of the use of alternate sides for the control of the parking or leave standing of vehicles is hereby established.

(2) The hour of change shall be at 9:00 a.m. on each day of the week on the streets and avenues herein covered.

(2013 Code, § 20-160.9)

(~~J~~I) Appropriate signs stating thereon "NO PARKING" followed by the days of the week on which a vehicle shall not be parked or left standing shall be placed and maintained by the Street Department adjacent to the curb along the portions of the street included in the provisions of this section.

(2013 Code, § 20-160.10)

Penalty, see § 71.999

§ 72.~~003~~ 103 SEMI-TRACTORS, TRUCKS OR TRAILERS.

~~(A) RESIDENTIAL ZONE shall mean for the purpose of this section any area of the city designated by the official zoning map of the city as a R-1, R-2, R-2A, R-3, R-4, R-5, R-6 or Residential Planned Unit Development District.~~

Commented [HT16]: Moved to Definition Section

(~~B~~A) The stopping, parking or leave standing of a semi-tractor, truck or trailer, either alone or in conjunction with each other with a five and one-half-ton license or more for more than three hours is hereby prohibited in any residential zone in the city; provided, however, that, the Police Department shall allow parking in excess of three hours when the tractor, truck or trailer is parked to render a service in the immediate vicinity.

(~~C~~B) The method and procedure of payment and collection for each violation in division (A) above shall be the same as that provided for the payment collection of fines for violation of city ordinances under state law.

(2013 Code, § 20-170) (Ord. 14317, passed 5-29-1990; Ord. 14875, passed 7-12-2010) Penalty, see § 71.999

§ 72.~~004~~ 104 RESPONSIBILITY FOR VEHICLES AND BICYCLES.

(A) Scope of section. This section shall apply to all ~~motor~~ vehicles and bicycles parked within the city in violation of ordinances regulating parking of such motor vehicles or bicycles.

(B) Owner's responsibility. If any ~~motor~~ vehicle or bicycle is found stopped, standing or parked in any manner violative of ordinances concerning parking, when the identity of the operator cannot be determined, the owner or person or corporation in whose name the vehicle or bicycle is registered shall be held prima facie responsible for the violation.

(2013 Code, § 20-171) (Ord. 13500, passed 2-12-1979) Penalty, see § 71.999

§ 72.~~005~~ 105 REMOVAL OF UNATTENDED VEHICLE FROM BRIDGE, TUNNEL OR CAUSEWAY.

Whenever any peace officer finds a vehicle unattended upon any bridge or causeway or in any tunnel where such vehicle constitutes an obstruction to traffic, such officer is authorized to provide for the removal of such vehicle to the nearest garage or other place of safety.

(2013 Code, § 20-172)

Statutory reference:

Similar provisions, see I.C.A. § 321.357

§ 72.~~006~~ 106 STOPPING ON TRAVELED WAY.

(A) (1) Upon any highway outside of a business or residence district, no person shall stop, park or leave standing any vehicle, whether attended or unattended, upon the paved or improved or main- traveled part of the highway when it is practical to stop, park or so leave such vehicle off such part of the highway, but in every event a clear and unobstructed width of at least 20 feet of such part of the highway opposite such standing vehicle shall be left for the free passage of other vehicles, and a clear view of such stopped vehicle shall be available from a distance of 200 feet in each direction upon such highway; provided, however, school buses may stop on a highway for receiving and discharging pupils, and all other vehicles shall stop for school buses which are stopped to receive or discharge pupils, as provided in § 71.089 of this code of ordinances.

(2) This section shall not apply to a vehicle making a turn as provided in § 71.040 of this code of ordinances.

(3) This section also does not apply to the stopping or parking of a maintenance vehicle operated by a highway authority on the main-traveled way of any roadway when necessary to the function being performed and when early warning devices are properly displayed.

(B) The provisions of division (A) above shall not apply to the driver of any vehicle that is disabled while on the paved or improved or main-traveled portion of a highway in such manner and to such extent that it is impossible to avoid so stopping and temporarily leaving such disabled vehicle in such position.

(C) Whenever any peace officer finds a vehicle standing upon a highway in violation of any of the provisions of this section, such officer is authorized to move such vehicle or require the driver or other person in charge of the vehicle to move the vehicle to a position off the paved or improved or main-traveled part of such highway.

(2013 Code, § 20-173) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. §§ 321.354 through 321.356

§ 72.~~007~~ 107 MOVING ANOTHER'S VEHICLE.

No person shall move a vehicle not owned by such person into any such prohibited area or away from a curb such distance as is unlawful.

(2013 Code, § 20-174) (Ord. 68, passed 8-14-1950) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. § 321.359

§ 72.~~008~~ 108 THEATERS, HOTELS AND AUDITORIUMS.

A space of not to exceed 50 feet is reserved at the side of the street in front of any theater, auditorium or hotel having more than 25 sleeping rooms, or other building where large assemblages of people are being held, within which space, when clearly marked as such, no motor vehicle shall be left standing, parked or stopped, except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.

(2013 Code, § 20-175) (Ord. 68, passed 8-14-1950) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. § 321.360

§ 72.~~009~~ 109 PARKING AT RIGHT-HAND CURB.

Except where angle or center parking or parking of a vehicle with the left-hand wheels adjacent to and within 18 inches of the left-hand curb of a one-way roadway is permitted by ordinance, every vehicle stopped or parked upon a roadway where there is an adjacent curb shall be so stopped or parked with the right-hand wheels of such vehicle parallel with and within 18 inches of the right-hand curb.

(2013 Code, § 20-176) (Ord. 68, passed 8-14-1950; Ord. 8874, passed 7-12-1955; Ord. passed 4-9-1968) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. § 321.361

§ 72.~~010~~ 110 PARKING WITHIN LINES.

Whenever stalls or sections for motor vehicles are marked or painted upon the surface of any street or municipally owned or leased parking lot, the driver or operator of any motor vehicle shall park the vehicle within the limits of one of the stalls or sections and not over or across the lines.

(2013 Code, § 20-177) (Ord. passed 4-9-1968) Penalty, see § 71.999

§ 72.~~011~~ 111 PARKING OVER 24 HOURS.

(A) It shall be unlawful for any person to stop, park or leave standing any motor vehicle, machinery, mobile or movable equipment of any kind upon any street, avenue, alley or highway for more than 24 consecutive hours.

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(B) It shall be unlawful for any person to park or leave standing any motor vehicle, machinery, mobile, or movable equipment of any kind within any public street right-of-way or terrace for more than 24 consecutive hours.

(2013 Code, § 20-178) (Ord. 11652, passed 4-15-1970) Penalty, see § 71.999

§ 72.~~012~~ 112 BUS STOPS AND TAXICAB STANDS.

It shall be unlawful to stop, park or leave standing any vehicle or in any bus stop or taxicab stand, except that a temporary stop may be made to load or unload passengers.

(2013 Code, § 20-179) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951) Penalty, see § 71.999

§ 72.~~013~~ 113 STREET RIGHT-OF-WAY & TERRACE PARKING.

It shall be unlawful for any person to park or leave standing any motor vehicle on any street right-of-way or terrace area between the outside curb line of any public street, road or avenue and the outside walk line of any street at any time or to use such terrace for the storage or parking of any such vehicle or other object, unless there is a designated parking area that does not create a visual hazard.

(2013 Code, § 20-180) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951; Ord. 14206, passed 11-13-1984) Penalty, see § 71.999

§ 72.~~014~~ 114 MEDIAN STRIPS.

It shall be unlawful for any person to stop, park or leave standing any motor vehicle on any part or portion of any median strip.

(2013 Code, § 20-181) (Ord. 13170, passed 7-11-1977) Penalty, see § 71.999

§ 72.~~015~~ 115 PARKING IN ALLEYS.

(A) ~~—~~It shall be unlawful to stop, park or leave standing any vehicle in any alley at any time, except for loading or unloading.

(B) In cases where the City has installed permanent or temporary signage in an alley to prohibit blocking, stopping a vehicle for loading and unloading of goods or product shall be unlawful with the following exception:

a. Garbage, refuse, or recycling collection where the loading/unloading occurs with the vehicle running and persons performing the collection services stays

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at or within 30-feet of the vehicle and the collection services are to be anticipated to take 1-minute or less.

(2013 Code, § 20-182) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951) Penalty, see § 71.999

§ 72.~~016~~ 116 PARKING VEHICLES FOR DISPLAY OR SALE.

It shall be unlawful to use or occupy any part of the street ~~between lot lines~~right-of-way for the parking or standing of any vehicle, including a motor vehicle, which is owned or possession had thereof, for the purposes of sale or display.

(2013 Code, § 20-183) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951) Penalty, see § 71.999

§ 72.~~017~~ 117 MUNICIPALLY-OWNED PARKING LOTS.

(A) Blocking access or traffic flow in parking lots. No vehicle shall be parked in any lot in any manner or of such size so as to block the free access or flow of traffic in and through any parking lot.

(2013 Code, § 20-230)

(B) Impoundment of vehicles left on municipally-owned parking lots. Any motor vehicle parked or left standing on any municipally owned or municipally leased parking lot for longer than 7~~1~~2 continuous hours may be removed therefrom and stored under the direction of the Police Department, and all costs of such removal and storage shall be payable by the operator or owner thereof. Any expense incurred therefor shall be in addition to the assessment of any fine or costs arising out of any violation of this subchapter.

(2013 Code, § 20-231) Penalty, see § 71.999

(C) Consumption of alcoholic beverages on municipal parking lots prohibited. The consumption of alcoholic beverages, beer or wine in any municipally-owned or municipally-leased parking lot in the city is prohibited at all times.

(2013 Code, § 20-233)

(Ord. 14216, passed 6-10-1985; Ord. 14388, passed 8-10-1992) Penalty, see § 71.999

§ 72.~~018~~ 118 STREET PARKING NEAR INTERSECTIONS.

(A) It shall be unlawful to stop, park or leave standing any motor vehicle on any street or avenue within 20 feet of the sidewalk extended to the curb at any street or avenue intersection.

(B) Upon application of the Director of Public Works/City Engineer~~, and approval of the Transportation Committee of the City Council,~~ at designated intersections and school crossings, it shall be unlawful to stop, park or leave standing any motor vehicle on any street or avenue within 40 feet of the sidewalk extended to the curb at any street or avenue intersection or within 40 feet of a school crossing.

(C) Upon approval by City Council as an ordinance, additional ~~The~~ prohibited parking areas may be designated.

~~(C)~~(D) In divisions (B) and (C), above, it shall be indicated by appropriate signage. Yellow striping of the curb may be used in addition, all consistent with uniform practices.

(2013 Code, § 20-234) (Ord. 14521, passed 12-11-1995) Penalty, see § 71.999

PARKING IN ~~BUSINESS AND~~ RESIDENTIAL YARDS

§ 72.~~035~~ 201 PURPOSE.

(A) The purpose of the ~~front yard~~residential parking regulations in this subchapter is to prevent the unreasonable diminishing or impairment of established property values and aesthetics within the city and to preserve the public health, safety and welfare.

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(2013 Code, § 20-241) (Ord. 14561, passed 10-13-1997)

§ 72.~~036~~ 202 SCOPE.

(A) The regulations proscribed in this subchapter apply to all residential zone~~d~~ districts and residential ~~real~~ use properties, regardless of zone, within the city.

(B) Nothing in this subchapter is intended to conflict or supersede regulations in Chapter 156: Zoning, Article E – Parking, Loading, and Stacking. All applicable developments or use changes must meet §156.E. Properties that have applied for and been approved for Limited Use, Special Use, Variance, or other zoning related requirements and waivers shall govern if a conflict in parking requirements are specifically listed and included in the permit or variance approved.

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(2013 Code, § 20-242) (Ord. 14561, passed 10-13-1997)

~~§ 72.037 DEFINITIONS.~~

~~(A) For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~CURB DROP. A cut made through the street curb that has previously been authorized and approved by the city.~~

~~DRIVEWAY. A surface consisting of concrete, asphalt, seal coat, solid bricks, gravel or crushed stone, constructed and maintained in quality, quantity and size to prevent the creation of ruts in, or deterioration or damage to, the driveway or soil beneath from the operation or parking of motor vehicles or vehicles thereon, located within a yard and connected to an approved curb drop or entrance.~~

~~DRIVEWAY EXTENSION. The portion of a driveway which is in excess of the allotted driveway width, which is contiguous to a driveway, which shall lead to a curb drop, and which consists of concrete, asphalt, seal coat, solid bricks, gravel or crushed stone, constructed and maintained in quality, quantity and size to prevent the creation of ruts in, or deterioration or damage to, the driveway extension or soil beneath from the operation or parking of motor vehicles or vehicles, or both, thereon.~~

~~DWELLING. Any portion of a building that is designed or used for residential living purposes, not including any attached garage portion.~~

~~ENTRANCE. A portion of the driveway that is the approved exit from a street or alley onto private property, which has previously been authorized and approved by the city.~~

~~FRONT YARD. For a corner lot, means any yard of a corner lot having a frontage on a street.~~

~~MOTOR VEHICLE. The same as defined in § 70.001 of this code of ordinances.~~

~~TRAILER. The same as defined in § 70.001 of this code of ordinances.~~

~~VEHICLE. The same as defined in § 70.001 of this code of ordinances.~~

~~(B) All other words and terms, not enumerated in division (A) above, including, but not limited to, the terms "frontage", "lot", "corner lot", "street", "yard", "front yard", "side yard" and "rear yard", shall be defined as provided in the zoning ordinance, any amendments thereto or any future zoning ordinances enacted by the city.~~

~~(2013 Code, § 20-243) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012)~~

§ 72.~~038~~ 203 DRIVEWAYS; NUMBER, COMPOSITION, LOCATION AND SIZE.

(A) ~~—~~Composition of driveway and entrance surface. Under this subchapter, a driveway and entrance shall be a surface constructed of materials as follows:

	Allowable Driveway Approach Materials	Allowable Front Yard Driveway &	Allowable Rear and Side Yard Driveway

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		Extension Materials	& Extension Materials
Driveways Installed prior to 2010 & Continuously Maintained	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone
Driveways Installed after 01/01/2010 and prior to 05/01/2024	Concrete, Asphalt, or Solid Bricks	Concrete, Asphalt, or Solid Bricks	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone
Driveways Installed on or after 05/01/2024	Concrete or Asphalt	Concrete, Asphalt, or Solid Bricks	Concrete, Asphalt, Seal Coat, or Solid Bricks. Exception: Gravel or Crushed Stone shall be allowed if directly connected through the driveway to a gravel street, gravel alley, or grassed alley.

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~~concrete, asphalt, seal coat, solid bricks, gravel or crushed stone, constructed and.~~ Driveways shall be maintained in quality, quantity and size to prevent the creation of ruts in or deterioration or damage to the driveway or soil beneath from the operation or parking of motor vehicles or vehicles, or both, thereon.

~~(A)~~(B) Location of driveway or parking areas.

(1) Front yard.

a. Only one driveway shall be allowed in a front yard per street frontage, except that a duplex with garages located at each end of the building shall be permitted a driveway for each garage.

b. No driveway shall be located in front of a dwelling, except for any dwelling area portions attached to and located above or behind a garage.

c. A driveway shall not lead to the side of a garage where there is no garage door.

~~(2)~~d. A driveway shall be connected and lead to only one curb drop or entrance, except for residences on a corner lot located on a major or

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minor arterial or major collector roadway, as defined in the city's Comprehensive Plan and any future amendments to the plan, which can apply to the City Engineer for permission to connect a driveway to two curb drops for the sole purpose of allowing safe entry onto the roadway. ~~Front yard driveways constructed after 1-1-2010 shall be constructed only with solid concrete, asphalt or solid bricks.~~

(2) Rear and side yards.

a. Parking of all vehicles, including licensed and operable vehicles, recreational vehicles and trailers, must be parked in a permanent roofed structure or on a driveway meeting the materials allowed in section § 72.038.~~hard surface consisting of solid concrete, asphalt, solid bricks, crushed stone or gravel. Such hard-surfaced~~

b. Driveway and parking areas in a side-yard or rear-yard must be connected to a driveway leading from an approved curb drop or entrance ~~which also consists of a hard surface consisting of solid concrete, asphalt, solid bricks, gravel or crushed stone~~, with the following exception:~~.~~

i. A maximum of two parking pad spaces may be created per parcel without connection to a driveway, curb drop, or entrance for seasonal or temporary parking of licensed and operable vehicle that is not moved or driven off the parking pad more than 6 times annually and does not create ruts in the yard exceeding ½-inch as a result. The parking pad shall meet materials allowed in section § 72.038 and not be larger than 12-ft x 24-ft for each pad. Stand-alone parking pads shall not be closer than five feet to any established property line.

c. The maximum number of vehicles, including licensed and operable vehicles, recreational vehicles and trailers, allowed to be parked at one time in the side and/or rear yard of a dwelling shall be as follows:

i. DWELLING, SINGLE-FAMILY ATTACHED; DWELLING, SINGLE-FAMILY DETACHED; DWELLING, DUPLEX; and DWELLING, TOWNHOUSE: Not more than two (2) per dwelling unit. (*Effective 9-30-2013*)

ii. DWELLING, MULTIPLEX and DWELLING, APARTMENT: Not more than one and a half (1.5) per dwelling unit, unless parking area was/is:

1. Submitted and approved with a City of Marshalltown Building or Parking Lot permit

2. Constructed of concrete, asphalt, or solid brick.

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3. Meet all requirements of § 156, Article E, including maximum stall counts. (*Effective 5-1-2024*)

iii. On properties where there is no front yard driveway, the above numbers of allowed vehicles shall be allowed to be increased by one half (0.5).

iv. Where calculations yield a fractional result, only fractions of 0.5 or greater shall be rounded to the higher whole number.

v. Vehicles in excess of this number, or not parked on surfaces meeting the requirements of this chapter, are subject to penalties outlined in § 72.999 of this chapter.

(3) The vehicle wheels and any component touching the ground must be located entirely on and directly above the appropriate surface.

(4) Maintenance.

a. Existing gravel or crushed stone must be maintained so as to be free from weeds and grass and to a depth to prevent erosion and rutting.

~~a.~~b. All other surfaces~~, including gravel or crushed stone,~~ must meet the requirements of division (A) above.

c. Failure to maintain driveways and parking areas in accordance with requirements of this section are subject to penalties outlined in § 72.999.

~~(4) Effective 9-30-2013, not more than two vehicles, including licensed and operable vehicles, recreational vehicles and trailers shall be parked on the side or rear yard of any single-family residential property. Vehicles in excess of this number, or not parked on surfaces meeting the requirements of this section, are subject to penalties outlined in § 72.999 of this chapter.~~

~~(B)~~(C) Width of driveway.

(1) A driveway, whether in front, side, or rear yard shall be no wider than the approved existing curb cut or entrance therefor, which intersects the street or alley, or shall be no wider than as follows:

No connected garage	10 feet*
1 vehicle stall wide garage	12 feet*
2 vehicle stall wide garage	24 feet*
3 vehicle stall wide garage	24 feet*

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4 stall garages and larger	All 4-vehicle stall wide garages and larger shall be placed on the lot so all the garage doors do not face the primary street. Some or all of the doors shall be perpendicular to the street. The driveway width in the front yard shall not be greater than 24 feet, plus 1 driveway extension

NOTES TO TABLE:

* One driveway extension with a maximum width of ~~ten~~ 14 feet can be added to the maximum driveway width designated, but must meet the requirements of § 72.~~039~~ 204 of this chapter.

-In cases where the garage is more than four feet wider than the edge of a garage overhead door, the Engineering Office shall have the discretion to reclassify the # of vehicle stalls the garage is based on the width the garage is and not the # of vehicles the door allows.

(2) Where the driveway maximum allowable widths do not provide for the desired and allowable parking for properties of DWELLING, MULTIPLEX and DWELLING, APARTMENT, parking lots shall be required. Parking Lots shall be:

a. Submitted and approved with a City of Marshalltown Building or Parking Lot permit

b. Constructed of concrete, asphalt, or solid brick.

~~a.~~c. Meet all requirements of § 156, Article E, including maximum stall counts. (*Effective 5-1-2024*)

~~(C)~~(D) Exemption for large lots. Residential lots greater than one-half acre and with a front yard depth greater than 75 feet are exempt from the provisions of division (B) above and § 72.~~039~~ 204 of this chapter, with the exception of paving requirements. A driveway permit application is required to be submitted and approved by the city to verify that the lot qualifies as a large lot. The driveway width at the property line shall not be greater than 24 feet with no opportunity for a driveway extension.

~~(D)~~(E) Exemption for approved planned unit developments (PUD).

(1) Residential PUDs which have been approved by the Plan and Zoning Commission and the City Council are exempt from the provisions of divisions (B) and (C) above and § 72.~~039~~ 204 of this chapter only if driveway regulations are included in the approved PUD plans.

(2) All front yard driveways and driveway extensions must be paved in accordance with division (~~B~~A) and (~~1~~B) above.

~~(E)~~(F) Responsibilities of owners. Any person, corporation or legal entity who is the owner, whether the legal or equitable titleholder, of a residential lot shall be responsible for any violation of the driveway regulations provided in divisions (A), (B) and (C) above.

(2013 Code, § 20-244) (Ord. 14561, passed 10-13-1997; Ord. 14672 , passed 2-26-2001; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.~~039~~ 204 DRIVEWAY EXTENSIONS IN FRONT YARDS; EXCEPTIONS.

(A) (1) Prior written authorization of the Engineering Department or other authorized designee is required for all driveways and driveway extensions in front yards and regulations for authorization. No driveway extension shall be installed or construction thereon begun in any residential front yard without the prior written authorization of the Engineering Department or other authorized designee, issued to the owner, whether the legal or equitable title holder, of the lot.

(2) Prior to the Engineering Department or other authorized designee's consideration of any request for or issuance of a written authorization for any driveway or driveway extension in any residential front yard, any owner, whether the legal or equitable title holder, of the lot shall submit a written application and pay to the City ~~Clerk~~ a fee set by resolution. ~~If any driveway extension has been installed or construction thereon begun prior to Engineering Department or other authorized designee's written authorization, the fee shall double. The City Clerk is not required to accept any coin in payment of any such application fee.~~

(3) The Engineering Department or other authorized designee shall issue a written authorization for a driveway extension in a residential front yard to an owner, whether the legal or equitable title holder, of a residential lot, upon submission of an application by the owner and payment of the fee therefor and only if a proposed driveway extension will be in compliance with all of the following, which shall be specified in writing in each written authorization issued:

(a) One driveway extension no wider than ~~ten~~ 14 feet in width shall be permitted in a front yard;

(b) A driveway extension must be contiguous and parallel to the driveway;

(c) A driveway extension must be located between the driveway and the side property line in the direction away from the dwelling, if there is sufficient space for placement between the driveway and that side property line; and

(d) The surface of a driveway extension must be a surface material allowed in section § 72.038~~consisting of concrete, blacktop, asphalt or solid bricks,~~ and constructed and maintained in quality, quantity and size to prevent the creation of ruts in or deterioration or damage to the driveway extension or soil beneath from the operation or parking of motor vehicles or vehicles, or both thereon.

(4) Any person, corporation or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot shall be responsible for any violation of this section pertaining to driveways or driveway extensions.

(2013 Code, § 20-245)

(B) (1) The following driveways and driveway extensions, in existence on or before 2-26-2001, are excepted or grandfathered from any of the regulations in § 72.~~038~~ 203 of this chapter and division (A) above that would otherwise prohibit them:

(a) Driveway extensions that otherwise conforms to the driveway extension regulations prescribed by divisions (A)(3)(a), (A)(3)(b), (A)(3)(c) and (A)(3)(d) above without the necessity for Engineering Department or other authorized designee for a driveway extension that is located on the side of the driveway towards the dwelling, regardless if there exists sufficient space to have located the extension on the side of the driveway in the direction away from the dwelling;

(b) Driveways connected and leading to one or two approved existing curb cuts or entrances, which is in the nature of a circle-type or horseshoe-type driveway, whether located in front of a dwelling that otherwise conforms to the driveway regulations prescribed by § 72.~~038~~ 203 of this chapter; or

(c) Driveways connected and leading to only one entrance from a street or alley, although the entrance has not been authorized and approved by the city, that otherwise conforms to the driveway regulations prescribed by § 72.~~038~~ 203 of this chapter.

(2) The grandfather exceptions provided in this section shall automatically terminate for any driveway or driveway extension that is replaced, altered or expanded on or after 2-26-2001. However, maintenance, without changing the configuration, of a grandfathered driveway or driveway extension will not terminate its grandfathered status.

(2013 Code, § 20-246)

(Ord. 14561, passed 10-13-1997; Ord. 14672 , passed 2-26-2001; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.~~040~~ 205 FRONT YARD PARKING.

(A) Front yard parking off driveway or driveway extension prohibited. It shall be unlawful for any person, corporation or legal entity to park a motor vehicle, trailer or vehicle in the front yard of any residential lot, unless the motor vehicle, trailer or vehicle is parked completely upon a driveway, driveway extension or combination thereof or in a permanent roofed enclosure. However, this section shall not apply to motor vehicles, trailers or vehicles being used to move, deliver and/or take articles to and from a yard or building or structure located thereon or used in connection with providing a temporary service thereon for a reasonable period of time while in the active process of such use.

(B) Parking of trucks, other than panel or pickup trucks of less than or equal to one-ton capacity, ~~is~~are prohibited in residential areas, except to load or unload. Heavy commercial vehicles, including tractor cab units rated at more than one-ton capacity, shall not be parked at any time in residential zoning districts.

(2013 Code, § 20-248) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14702, passed 6-10-2003; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.~~041~~ 206 UNLICENSED, INOPERABLE ~~MOTOR~~ VEHICLES.

It shall be unlawful for any person, corporation or legal entity to park or store an unlicensed or inoperable ~~motor vehicle or~~ vehicle anywhere in the side or rear yard, including upon any driveway or driveway extension, unless the ~~motor vehicle or~~ vehicle is parked or stored in a permanent roofed enclosure. Mere licensing of an inoperable ~~motor vehicle or~~ vehicle shall not constitute a defense to the finding that such ~~motor vehicle or~~ vehicle is in violation of this section.

(2013 Code, § 20-249) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.~~042~~ 207 RESPONSIBILITY FOR VIOLATIONS.

When the identity of the operator of a ~~motor vehicle or~~ vehicle cannot be determined, any person, corporation or legal entity who was the registered owner of such ~~motor vehicle or~~ vehicle and any person, corporation or legal entity who was in lawful possession of the residential lot where the violation occurred at the time of a violation shall be held prima facie responsible for any violation of the provisions of §§ 72.~~040~~ 205 and 72.~~041~~ 206 of this chapter.

(2013 Code, § 20-250) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012)

§ 72.~~043~~ 208 NO PRIOR NOTICE, WARNING REQUIRED.

The offenses enumerated in this subchapter do not contain elements that require any prior notice or warning be given an offender regarding any offense.

(2013 Code, § 20-251) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012)

PARKING IN BUSINESS YARDS

§ 72.301 DRIVEWAY AND PARKING COMPOSITION: Parking of all vehicles, including licensed and operable vehicles, recreational vehicles and trailers, must be parked in a permanent roofed structure or on a driveway meeting the materials allowed in section § 72.038 or applicable sections of § 156: Zoning.

§ 72.302 UNLICENSED, INOPERABLE VEHICLES: It shall be unlawful for any person, corporation or legal entity to park or store an unlicensed or inoperable vehicle anywhere unless it is parked or stored in a permanent roofed enclosure or allowed by § 156: Zoning. Mere licensing of an inoperable vehicle shall not constitute a defense to the finding that such vehicle is in violation of this section.

§ 72.303 RESPONSIBILITY FOR VIOLATIONS: When the identity of the operator of a vehicle cannot be determined, any person, corporation or legal entity who was the registered owner of such vehicle and any person, corporation or legal entity who was in lawful possession of the lot where the violation occurred at the time of a violation may be held prima facie responsible for any violation of this subchapter.

§ 72.304 NO PRIOR NOTICE, WARNING REQUIRED: The offenses enumerated in this subchapter do not contain elements that require any prior notice or warning be given an offender regarding any offense.

SPECIAL STOPS

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§ 72.~~055~~ 401 RAILROADS; OBEDIENCE TO SIGNALS; CROSSINGS/.

(A) Obedience to signal of train.

(1) Whenever any person driving a vehicle approaches a railroad grade crossing and warning is given by automatic signal or crossing gates or a flag person or otherwise of the immediate approach of a train, the driver of such vehicle shall stop within 50 feet, but not less than 15 feet from the nearest track of such railroad and shall not proceed until he or she can do so safely.

(2) The driver of a vehicle shall stop and remain standing and shall not traverse such a grade crossing when a crossing gate is lowered or when a human flag person gives or continues to give a signal of the approach or passage of a train.

(2013 Code, § 20-201)

(B) Stopping at railroad crossing. The driver of any vehicle approaching a railroad grade crossing across which traffic is regulated by a stop sign, a railroad sign directing traffic to stop or an official traffic control signal displaying a flashing red or steady circular red colored light shall stop prior to crossing the railroad at the first opportunity at either the clearly marked stop line or at a point near the crossing where the driver has a clear view of the approaching railroad traffic.

(2013 Code, § 20-202)

(C) Certain vehicles required to stop at railroad crossings.

(1) (a) The driver of a motor vehicle carrying passengers for hire, a school bus or a vehicle carrying hazardous material and required to stop before crossing a railroad track by motor carrier safety rules adopted under I.C.A. § 321.449, before crossing at grade any track of a railroad, shall stop the vehicle within 50 feet, but not less than 15 feet from the nearest rail.

(b) While stopped, the driver shall listen and look in both directions for an approaching train and for signals indicating the approach of a train and shall not proceed until the driver can do so safely.

(2) No stop need be made at a crossing where a peace officer or a traffic control device directs traffic to proceed. No stop need be made at a crossing designated by an "exempt" sign. An exempt sign shall be posted only where the tracks have been partially removed on either side of the roadway.

(2013 Code, § 20-203)

(D) Heavy equipment at railroad crossing.

(1) No person shall operate or move any caterpillar tractor, steam shovel, derrick, roller or any equipment or structure having a normal operating speed of six or less mph or a vertical body or load clearance of less than nine inches above the level surface of a roadway upon or across any tracks at a railroad grade crossing without first complying with this section.

(2) Notice of any such intended crossing shall be given to a superintendent of such railroad, and a reasonable time shall be given to such railroad to provide proper protection at such crossing.

(3) Before making any such crossing, the person operating or moving any such vehicle or equipment shall first stop the vehicle or equipment not less than ten feet or more than 50 feet from the nearest rail of such railway and while so stopped shall listen and look in both directions along such track for any approaching train and for signals indicating the approach of a train and shall not proceed until the crossing can be made safely.

(4) No such crossing shall be made when warning is given by automatic signal or crossing gates or a flag person or otherwise of the immediate approach of a railroad train or car.

(2013 Code, § 20-204)

(Ord. 68, passed 8-14-1950) Penalty, see § 72.999

Statutory reference:

Similar provisions, see I.C.A. §§ 321.341 through 321.344

§ 72.~~056~~ 402 PRIMARY ROADS DESIGNATED AS THROUGH HIGHWAYS.

Primary roads and extensions of primary roads within the city are designated as through highways.

(2013 Code, § 20-205) (Ord. 68, passed 8-14-1950)

Statutory reference:

Similar provisions, see I.C.A. § 321.350

§ 72.~~057~~ 403 EMERGING AND YIELDING WHEN EMERGING FROM PRIVATE ROADWAY, ALLEY, BUILDING OR DRIVEWAY.

The driver of a vehicle emerging from a private roadway, alley, driveway or building shall stop such vehicle immediately prior to driving onto the sidewalk area and, thereafter, the driver shall proceed into the sidewalk area only when the driver can do so without danger to pedestrian traffic, and the driver shall yield the right-of-way to any vehicular traffic on the street into which the driver's vehicle is entering.

(2013 Code, § 20-206) Penalty, see § 72.999

HABITUAL VIOLATOR PENALTY AND PROCEDURES

§ 72.~~070~~ 501 HABITUAL VIOLATOR.

(A) For the purposes of this subchapter, a delinquent parking citation-complaint is one that has not been paid within 30 days of the date upon which the violation occurred.

(B) Any person who has allowed five or more overtime and/or illegal parking citation-complaints issued on a motor vehicle or registration plate to become delinquent shall be deemed to be a habitual violator.

(C) No person shall park a vehicle and permit it to remain standing upon any public street or municipal lot in the city when there are five or more delinquent parking citation-complaints outstanding against that vehicle or registration plate.

(D) A violation of this section shall place such vehicle in the status of an illegally parked vehicle, and the vehicle may be dealt with pursuant to § 72.~~071~~ 502 of this chapter.

(2013 Code, § 20-187) (Ord. 14601, passed 9-14-1998) Penalty, see § 72.999

§ 72.~~071~~ 502 REMOVAL AND IMPOUNDMENT OF ILLEGALLY PARKED VEHICLES.

The Police Department may remove and impound vehicles or cause vehicles to be removed and impounded when the vehicles are stopped or parked in violation of this chapter or other city ordinances and, in so doing, may employ such means as are reasonably necessary. Impounded vehicles shall be stored in a location designated by the city.

(2013 Code, § 20-188) (Ord. 14601, passed 9-14-1998)

§ 72.~~072~~ 503 RIGHT OF OWNER TO REDEEM IMPOUNDED VEHICLE.

(A) The registered owner or person having a legal entitlement to possession of a motor vehicle impounded pursuant to § 72.~~071~~ 502 of this chapter may claim the vehicle by paying the city and~~or~~ the city's impoundment contractor, if one is contracted, in an amount sufficient to cover all charges attributable to the impoundment and storage of the vehicle.

(B) If a hearing pursuant to § 72.~~074~~ 505 of this chapter is held and a Hearing Officer determines there was no probable cause to impound the vehicle, the costs attributable to the impoundment shall be refunded upon the presentation to the city's Finance Director of:

(1) A certificate of no probable cause issued by the city; and

(2) The bond receipt.

(C) If a motor vehicle was impounded pursuant to § 72.~~070~~ 501 of this chapter, all delinquent parking citation-complaints must be satisfied. An administrative fee ~~of $50~~ set by resolution will be required, payable to the City ~~Clerk~~of Marshalltown.

(D) If the vehicle is not claimed until after a hearing requested pursuant to § 72.073 of this chapter, the vehicle may be claimed upon:

(1) Payment of all charges referred to in § 72.~~074~~ 505 of this chapter; or

(2) Presentation of a certificate of no probable cause within two working days of its issuance to the party in possession of the vehicle.

(E) Failure to timely present such certificate will result in assumed liability on the part of the owner or person having legal entitlement to possession to the vehicle for all related storage charges.

(2013 Code, § 20-189) (Ord. 14601, passed 9-14-1998)

§ 72.~~073~~ 504 RIGHT TO HEARING.

(A) The registered owner or person having legal entitlement to possession of a vehicle impounded pursuant to this subchapter has a right to a post-seizure administrative hearing before a Hearing Officer designated by the City Administrator, to determine whether there was probable cause to impound the vehicle and any personal property contained within the vehicle; provided, the registered owner or person having legal entitlement to possession files a written demand with the City Clerk's office within ten days of mailing of the notice of the impoundment. A copy of this subchapter shall be given to the person requesting a hearing.

(B) Failure to request a hearing within such time period or to attend a scheduled post-seizure hearing shall be deemed a waiver of the right to such a hearing.

(2013 Code, § 20-190) (Ord. 14601, passed 9-14-1998)

§ 72.~~074~~ 505 CONDUCT OF HEARING.

(A) The post-seizure administrative hearing held under this subchapter shall be conducted before the Hearing Officer designated by the City Administrator within a reasonable period of time, but not to exceed 15 business days, excluding Saturdays, Sundays and city holidays, from the date of receipt of a written demand. Such hearing may be continued from time to time for good cause. The sole issue before the Hearing Officer shall be whether there was probable cause to impound the vehicle and personal property contained within the vehicle in question. The department causing the vehicle to be impounded shall carry the burden of establishing that there was ~~probably~~probable cause to impound the vehicle in question. The Hearing Officer shall decide only that either there was

~~probably~~probable cause to impound the vehicle and contents, or there was no probable cause to impound the vehicle and contents. If the Hearing Officer determines there was probable cause to impound the vehicle and contents, the registered owner or person having legal entitlement to possession of the vehicle is responsible for payment of all charges attributable to the impoundment and storage of the vehicle and the costs of the administrative hearing. If the Hearing Officer determines there was no probable cause, the Hearing Officer shall prepare a certificate of no probable cause and the bond filed or charges paid shall be refunded pursuant to § 72.~~072~~ 503 of this chapter.

(B) The proceedings at the administrative hearing shall be ~~tape~~ recorded by the Hearing Officer. Such ~~tape~~ recording shall serve as the official record of the administrative hearing for appeal purposes. The Hearing Officer shall retain all such ~~tape~~ recordings until the time for filing a notice of appeal has expired. If a notice of appeal is timely filed, the Hearing Officer shall retain the ~~tape~~ recorded record of the administrative hearing until the appeal has been acted upon by the City Council.

(C) The decision of the Hearing Officer shall in no way affect any criminal proceeding in connection with the impoundment in question.

(D) Criminal charges, if any, may only be challenged in the appropriate court.

(2013 Code, § 20-191) (Ord. 14601, passed 9-14-1998)

§ 72.999 PENALTY.

(A) (1) The penalty for violating any permit parking, overtime parking, no parking any time and restricted parking provisions shall be a fine set by resolution. ~~of $20 if paid within 30 days of the violation and, if not so paid within 30 days of the violation, the fine shall be $25. The penalty for violating fire lane parking shall be a fine of $30 if paid within 30 days; and, if not so paid within 30 days, the fine shall be $35. Fines shall not be paid in pennies.~~

(2) Payment of the fines referred to in division (A)(1) above may be made by depositing the money in the envelope provided in the courtesy box, by paying same at ~~the City Clerk's office,~~ City Hall, or by mailing the fee in the envelope provided by depositing it in any proper U.S. mail box with sufficient U.S. postage affixed thereon.

(3) Each subsequent hour that the vehicle shall remain improperly parked after each summons is issued shall constitute a new and separate violation and shall incur the same penalty.

Commented [AH17]: Confirm with PD.

(4) If such penalty provided for in divisions (A)(1) and (A)(2) above is not paid as provided or if sufficient U.S. postage is not affixed when the citation is mailed ~~such~~ a penalty shall be ~~$5~~ assessed as set by resolution.

(5) If any penalty set forth in this section is not so paid as provided in this section within ten days after such violation, the person, firm or corporation liable shall be chargeable upon an information filed in the appropriate court and shall be subject to such penalty under costs as the court shall determine.

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(2013 Code, § 20-168)

(B) The fine for each violation in § 72.~~003~~ 103 of this chapter shall be ~~$50, plus surcharges.~~ set by resolution.

(2013 Code, § 20-170)

(C) Anyone violating the provisions of § 72.~~0~~118 of this chapter shall be a fine as set by resolution ~~fined $20, if paid within 30 days of the date of the violation. If not paid within 30 days the fine shall be $25~~. Violations shall be charged and collected in the same manner as other parking violations, by notice of a fine payable to the City ~~Clerk~~.

(2013 Code, § 20-234)

(D) (1) Number of parked vehicles, composition, location and size of driveways and driveway extensions. Any person, corporation or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot who violates any of the regulations for the number of parked vehicles, composition, location and size of driveways and driveway extensions contained in §§ 72.~~038~~203(A), (B) and (C) and 72.~~039~~204(A)(1), (A)(2), (A)(3) and (A)(4) of this chapter is guilty of and may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § 10.999(A) of this code of ordinances or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged as a simple misdemeanor or municipal infraction.

(2) Front, side and rear yard parking regulations. Any person, corporation or legal entity who violates any of the regulations for parking or storing a motor vehicle or vehicle in the front, side or rear yard of a residential lot contained in §§ 72.~~040~~205(A) and (B) and 72.~~041~~ 206 of this chapter is subject to the following procedures.

(a) Any such violator may be issued a notice of violation and fine due and payable to the City ~~Clerk~~. The fine for any such violation shall be ~~$30 if paid within 30 days of the date upon which the violation occurred, and $35 if not paid within 30 days of the date upon which the violation occurred, due and payable to the City Clerk~~set by resolution. Each day that a violation occurs or is permitted to exist constitutes a separate violation. Payment of any such fine may be made by depositing the money in the envelope provided in any courtesy box, by payment at ~~the City Clerk's office in~~ City Hall, or by mailing the money in the envelope provided by depositing it in the U.S. mail with sufficient U.S. postage affixed thereon. The City ~~Clerk~~ is not required to accept any coin in payment of any such fine.

(b) Any such violator may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § 10.999(A) of this chapter, or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto, if any such violator either denies any violation contained in any notice of violation issued pursuant to division (E)(2)(a) above or fails to pay the fine provided in division (E)(2)(a) above and

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indicated in any notice of violation issued pursuant thereto within 30 days of the date upon which the violation occurred. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged under this division (E)(2)(b) as a simple misdemeanor or municipal infraction.

(2013 Code, § 20-252)

(Ord. 13560, passed 6-25-1979; Ord. 14521, passed 12-11-1995; Ord. 14540, passed 4-22-1996; Ord. 14561, passed 10-13-1997; Ord. 14665, passed 11-13-2000; Ord. 14672, passed 2-26-2001; Ord. 14714, passed 7-14-2003; Ord. 14782, passed 4-24-2006; Ord. 14912, passed 11-26-2012; Ord. 14998, passed 6-22-2020)

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ARTICLE E - PARKING, LOADING, AND STACKING

§ 156.E.001 PURPOSE AND APPLICABILITY.

(A) *Purpose.* The purpose of this article is to ensure that:

(1) *Provision of parking.* Adequate, attractive, and safe off-street parking is provided by this Zoning Ordinance.

(2) *Residential protection.* Sufficient parking is provided in nonresidential areas that are near residential neighborhoods, so that the character and quality of life in the residential neighborhoods are protected from overflow parking;

(3) *Provision of loading spaces.* Adequate loading areas are provided that do not interfere with the function of other vehicular use areas;

(4) *Provision of access.* Access to sites are managed to maintain the desired function and safety of the adjacent street(s); and

(5) *Lighting.* Vehicular use areas and sites are designed and lighted to promote public safety without creating undue light pollution and off-site glare.

(B) *Applicability.*

(1) *Development activities.* The standards of this article apply to the following development activities:

(a) New residential, nonresidential, or mixed-use development or change in use from residential to nonresidential or mixed-use;

(b) Increase in apartment units, manufactured home pads, gross floor area, or impervious surface by 20% or more, cumulatively over a five-year period; or

(c) Change in use requiring additional parking, loading, or stacking spaces (also known as vehicle use areas).

(2) *Exemptions.*

(a) Changes in the use(s) of existing buildings that result in fewer required parking, loading, or stacking spaces shall not be required to provide additional parking spaces.

(b) A permitted use may be converted to another permitted use without full compliance with the required number of parking, loading, or stacking spaces if the Zoning Administrator determines:

1. No additional parking, loading, or stacking spaces could be provided without removing or partially removing a structure; and

2. The amount of parking, loading, or stacking spaces available is at least 80% of the parking, loading, or stacking required for the new use.

(3) *Change of use (maximum parking).* Uses with off-street parking in excess of the maximum allowed for a nonresidential use resulting from a change of use in an existing building are not required to remove the excess parking spaces.

(C) *Timing of compliance.* A Certificate of Occupancy will not be issued until all site improvements required in this article are constructed in conformance with the approved permit or plan required in § 156.J.002, Common Review Provisions.

(Ord. 15039, passed 4-11-2022)

§ 156.E.002 GENERAL REQUIREMENTS.

(A) *Generally.* Off-street loading, stacking, and access shall be provided, located, and designed in accordance with the standards of this article.

(B) *Lighting and noise.* The following standards shall apply to all vehicle use areas:

(1) Lighting shall comply with Article H, Outdoor Lighting.

(2) An area used for primary circulation, frequent idling of vehicle engines, or loading activity shall be designed and located to minimize the effects of noise, pollution, and vehicle lights on an adjoining property.

(C) *Associated building, use, or structure.* Vehicle use areas (VUA) shall be maintained as long as the associated building, use, or structure is in use or operation. No person shall utilize such building, use, or structure without providing the VUAs required in this article. It shall be unlawful to discontinue, reduce, or remove the required VUAs apart from the discontinuance, removal, or reduction of the building, use, or structure that requires the VUA.

(D) *Maneuvering space.*

(1) *Prohibited.* No VUA shall be designed or built to require a vehicle to maneuver into a public right-of-way or overhang or encroach an adjacent property under separate ownership in order to park, load, unload, or stack, except:

(a) In the case of single-family and duplex dwellings where backing onto the public right-of-way is permitted; or

(b) Where a cross-access easement is in place.

(2) *Barrier.* In order to prevent overhang or encroachment described in division (D)(1), Prohibited, above, a VUA shall include a permanent curb, wall or other physical barrier. Such a physical barrier shall be located a minimum of two feet from the right-of-way or property line.

(E) *Location.* Except as permitted in § 156.E.006, Parking Credits and Reductions, a VUA required by this article shall be located on the same property as the building, use, or structure it serves and it shall be located behind any required bufferyard as set out in Article F, Landscaping, Buffering, and Screening.

(F) *Calculations.*

(1) *Fractions.* If the final calculated number of required parking, loading, or stacking spaces includes a fractional space, the number of required spaces shall be increased to the next whole number if the fraction is five-tenths or more, and when the fraction is less than five-tenths, the next lower whole number shall apply.

(2) *Variables for calculating required spaces.* The variables used for calculating spaces are measured as shown in Table 156.E.002, Parking, Loading, and Stacking Variable Meanings.

Table 156.E.002

Parking, Loading, and Stacking Variable Meanings

Variable	The number of required spaces is calculated based on the number of:

Table 156.E.002

Parking, Loading, and Stacking Variable Meanings

Variable	The number of required spaces is calculated based on the number of:
Per Dwelling Unit	Dwelling units on the subject property.
Per Campsite	Spaces available for a recreational vehicle to connect to utilities provided at the recreational vehicle park.
Per Bedroom	Bedrooms in the facility instead of the number of bed or some other measure.
Per Gross Floor Area	Gross floor area of the establishment, which measurement is described in Subsection 156.B.008.a, Measurements.
Per Employee	Employees during the shift in which the maximum number of employees is present.
Per Seat	Seats affixed to the floor that are provided to guests (patrons, members, etc.), with benches or pews measured as one seat per two feet of width. Space requirements for uses with unaffixed seats shall be based on the seating capacity permitted by the Fire Code and approved by the Fire Marshal's office.
Per Student	Students or enrollees that the facility is permitted to have according to the appropriate licensing agency, if applicable.

(3) *Multiple nonresidential uses.* If several nonresidential uses occupy a single parcel or building, the parking requirements shall be calculated separately for each use within the development, or as set out in § 156.E.006, Parking Credits and Reductions, whichever results in a lesser number of required spaces.

(G) *Surfacing and drainage.* All vehicle use areas shall be graded, surfaced, and maintained so that water does not accumulate, flow, or drain onto abutting public or private property. The surfacing of VUAs shall consist of asphalt, concrete, or other all-weather surface approved by the City Engineer.

(H) *Dedication of spaces.* Off-street parking, loading, and stacking spaces shall not be used interchangeably to meet one another's requirements nor shall their placement interfere with one another's use.

(I) *Insufficient vehicle use area.* The Zoning Administrator may require a landowner to provide additional VUA even if the number of spaces provided meets the minimum requirement for the established use, if vehicles are consistently required to park or unload on the street (where on-street parking is prohibited) or on other properties due to a lack of usable VUA.

(Ord. 15039, passed 4-11-2022)

§ 156.E.003 PARKING DESIGN.

(A) *Design and construction requirements.*

(1) *Tandem parking.* Each parking space shall be accessible from a street or alley through aisles and/or driveways, except that tandem parking arrangements are permitted for single-family, two-family, and manufactured home uses or as allowed based on an approved parking study as described in § 156.E.006, Parking Credits and Reductions.

(2) *Dead-end aisles.* Dead-end aisles are not permitted unless adequate turnarounds usable by a two-axle vehicle are provided.

(3) *Marking.* All parking spaces for nonresidential and mixed-uses shall be clearly marked on the pavement with yellow or white traffic paint or raised pavement markers approved by the City Engineer.

(4) *Parking space orientation.* Parking areas shall be designed to minimize headlights shining into residential properties.

(5) *Parking module dimensions.* Parking modules shall be dimensioned as shown inTable 156.E.003, Parking Module Dimensions. The dimensions that are set out in the table are illustrated in Figure 156.E.003, Illustrative Parking Module Configurations.

Table 156.E.003

Minimum Parking Module Dimensions

A	B	C		D		E	F	
Angle of Parking (Degrees)	Width of Stall	Depth of Stall 90 Degrees to Aisle		Width of Aisle		Width of Stall Parallel to Aisle	Module Width	
		One Way	Two Way	One Way	Two Way		One Way	Two Way

Table 156.E.003

Minimum Parking Module Dimensions

A	B	C		D		E	F	
Angle of Parking (Degrees)	Width of Stall	Depth of Stall 90 Degrees to Aisle		Width of Aisle		Width of Stall Parallel to Aisle	Module Width	
		One Way	Two Way	One Way	Two Way		One Way	Two Way
30	9.5	16.8	12.9	11	18	18	44.6	43.8
45	9.5	19.1	15.9	13	18	12.7	51.2	49.8
60	9.5	20.1	17.8	18	18	10.4	58.2	53.6
90	9.5[1]	18	18	24	24	9	42	60
Parallel	9.5	21[2] (length)	21[2] (length)	12	18	N/A	30	36

TABLE NOTES:

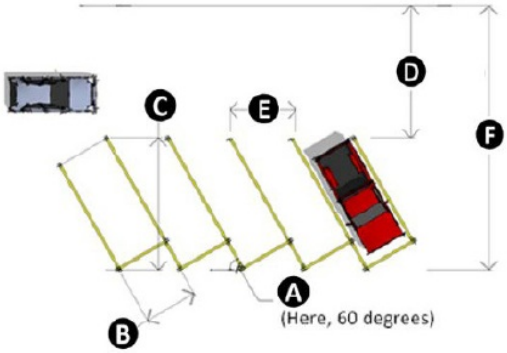
1 End spaces must be 12 feet

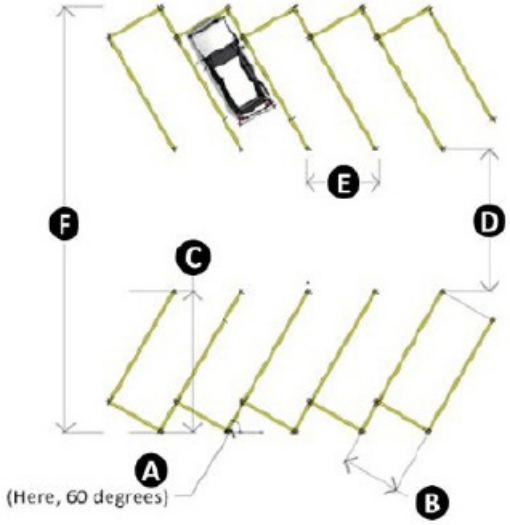
2 End spaces may be 18 feet

Figure 156.E.003

Illustrative Parking Module Configurations

Illustrative dimensions for one stall row parking module	Illustrative dimensions for two stall row parking module





(B) *Surfacing and drainage.*

(1) *Paving and grading.* Except as set forth in division (D), Alternative Paving Materials, below, all off-street parking areas, driveways, and access drives must be paved with an all-weather surface and graded and drained as to dispose of all surface water accumulations within the area.

(2) *Equipment and service vehicles.* Areas used to store equipment or service vehicles used in connection with the operation of a business located on the premises, may be surfaced with gravel or grass that is maintained to eliminate blowing dust and erosion.

(C) *Setback.* No part of any parking area shall be closer than five feet to any established street right-of-way, alley, or property line. Where a parking area of a non-residential use or district adjoins any residential use or district, it shall be screened in accordance with the standard of § 156.F.004, Buffering.

(D) *Alternative paving materials.* The City Engineer may approve alternative paving materials for parking areas not specified in § 156.E.002(B), Surfacing and Drainage, if the City Engineer determines that the alternative, compared to the permitted materials, is substantially equal to or better in quality and durability.

(E) *Snow storage.* Parking lots and landscaping and buffering required by Article F, Landscaping, Buffering, and Screening, shall be designed so that snow can be efficiently plowed into on-site storage areas. Snow storage areas shall be located and designed so that:

(1) *Reduction of spaces.* The amount of parking on the site is not reduced below 80% of the number of spaces required by Table 156.E.004-1, Minimum and Maximum Off-Street Parking, when snow is stored on-site;

(2) *Circulation and visibility.* Storage of snow does not interfere with circulation on the site or with visibility at points of ingress or egress or at street intersections;

(3) *Landscape islands.* Landscape islands shall not be used for snow storage unless specifically identified on the site development plan. All light poles, landscaping, or internal pedestrian pathways shall be protected from vehicle encroachment with concrete curbing or similar permanent and elevated landscaping elements approved by the Zoning Administrator;

(4) *Risk mitigation.* The location of the snow storage area does not create an unreasonable risk of snow being pushed into street rights-of-way;

(5) *Heavy snow events.* The snow storage area is located and configured so that snow can be removed from the site during periods of heavy snowfall that are combined with sub-freezing temperatures; and

(6) *Pervious storage area.* The area under the stored snow is pervious landscape area, and runoff from snowmelt is directed through stormwater best management practices (BMPs) to slow water and improve its quality.

(Ord. 15039, passed 4-11-2022)

§ 156.E.004 REQUIRED OFF-STREET PARKING.

(A) *Applicability.*

(1) This section applies to all uses and structures in all zoning districts, except as provided below.

(2) The minimum requirements of this section do not apply to the Urban Core (UC) district. However, the maximum requirements of this section do apply.

(B) *Residential parking.* Parking spaces for household living use types or specified building types that are located in private garages, carports, or individual driveways do not have to be marked. An area on a private residential lot is considered a parking space if:

(1) *Dimensions.* The area is at least 9.5 feet wide and 20 feet deep in dimension and is not part of an access drive to a private garage or carport;

(2) *Encroachment.* The area does not encroach upon a public sidewalk;

(3) *Surface.* The area has an improved hard surface as required in §156.E.003(B), Surfacing and Drainage; and

(4) *Access.* The area is accessible from the street or alley.

(C) *Minimum and maximum spaces.* Off-street parking spaces must be provided for the uses listed inTable 156.E.004, Minimum and Maximum Parking, below. The uses must provide the minimum number of off-street parking spaces, and parking spaces may not exceed the maximum number of spaces.

(D) *Multiple activities.* Except as otherwise provided, where multiple activities associated with a single-use take place on-site, the required parking shall include a combination of the site's activities. For example, a truck stop is required to provide parking based on applicable retail sales area, car wash, overnight accommodations, and any other applicable activities.

Table 156.E.004

Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
Table 156.E.004 Minimum and Maximum Parking SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable			
Residential and Agricultural			
Household Living	Dwelling, Apartment	1 per dwelling unit	1 per bedroom
	Dwelling, Single-Family Attached	2 per dwelling unit	4 per dwelling unit
	Dwelling, Single-Family Detached	2 per dwelling unit	4 per dwelling unit
	Dwelling, Duplex	2 per dwelling unit	4 per dwelling unit
	Dwelling, Townhouse	2 per dwelling unit	4 per dwelling unit
	Dwelling, Multiplex	1 per dwelling unit	1 per bedroom
	Manufactured Home Park	Zero	2 per dwelling unit
Group Living	Assisted Living Facility	0.3 per unit + 0.75 per employee	1 per unit + 1 per employee
	Boarding or Rooming House	1 per bedroom	1 per bedroom
	Group Home	2 per dwelling unit	2 per dwelling unit
	Nursing Home	1 per 2 beds	1 per 2 beds
	Group Living (Other than Listed)	2 per dwelling unit	2 per dwelling unit

Residential Accessory Uses[1]	Accessory Dwelling Unit	1 per dwelling unit	1 per dwelling unit
	Bed and Breakfast Home	1 per bedroom	1 per bedroom
	Farm Stand	1 per stand	3 per stand
	Group Day Care (6 to 12 children)	--	1 per dwelling unit
	Residential Accessory Use (Other than Listed)	--	--
	Upper-Story Residential	1 per dwelling unit	1.5 per dwelling unit
Agricultural and Animal Services	Community Garden	1 per 500 SF GFA	1 per 200 SF GFA
	Kennel	1 per 1,000 SF GFA	1 per 250 SF GFA
	Plant Nursery, Greenhouse, and Landscaping Business	--	--
	Veterinary Clinic	1 per 500 SF GFA	1 per 200 SF GFA
	Veterinary Hospital	1 per 500 SF retail area	1 per 300 SF retail area
	Crop Production	--	--
	Nursery (Retail)	1 per 500 SF retail area	1 per 200 SF retail area
	Stable (Public or Commercial)	1 per horse boarded	2 per horse boarded
Public and Institutional			
Day Care	Adult Day Care	1 per employee	1.75 per employee
	Pre-School or Child Day Care Center	1 per employee	1.75 per employee
	Group Day Care Center	1 per employee	1.75 per employee
	Botanical Garden, Nature Preserve or Trail	--	--
	Bus or Train Passenger Terminal	--	--
Educational Facilities	College or University	1 per 400 SF office, research, and library area; plus 1 space per 300 sq ft assembly areas and classrooms	1 per 300 SF office, research, and library area; plus 1 space per 250 sq ft assembly areas and classrooms
	Training Facility or Vocational School	1 per 300 SF GFA	1 per 250 SF GFA
	School, Primary or Secondary (Public or Private) -Primary -Secondary	2 per classroom (Primary); 1 per employee + 1 per 5 students (Secondary)	--
Educational Facilities	All Other Educational Facilities	1 per 400 SF GFA	1 per 350 SF GFA
Government Facilities	Government/Non-Profit Office	1 per 400 SF GFA	1 per 200 SF GFA
	Government Services (Police, Fire, Emergency Medical Services)	--	--
Medical Facilities	Hospital	1 per 3 patient beds	1 per 2 patient beds
	Funeral Home or Mortuary	1 per 6 seats	1 per 1.5 seats
	Clinic, Medical Lab, or Urgent Care	1 per 300 SF GFA	1 per 150 SF GFA
Parks and Open Areas	Botanical Garden, Nature Preserve or Trail	--	--
	Cemetery, Columbarium, Mausoleum, or Memorial Park	--	--
	Park, Playground, and Common Open Space	--	--
	Airport or Heliport	-Special Study, refer to § 156.E.004(F)	

Passenger Terminal	All other Passenger Terminal Uses	--	--
Public Assembly	Club or Lodge	1 per 300 SF GFA	1 per 200 SF GFA
	Place of Public Assembly	1 per 6 seats	1 per 1.5 seats
	Library, Aquarium, Museum, or Gallery	1 per 1,000 SF GFA	1 per 500 SF GFA
	Senior, Youth, or Community Center	1 per 300 SF GFA	1 per 200 SF GFA
Social Service	All Social Services	Special Study, refer to § 156.E.004(F)	
Utilities	Major Utility	1 per employee	--
	Minor Utility	--	--
Commercial and Office			
Adult Business	Adult Entertainment Business	1 per 400 SF GFA	1 per 200 SF GFA
Entertainment (Indoor)	Archery/Firearms Range	1 per 3 bays or 1 per 300 SF firing area if no bays	1 per bay or 1 per 100 SF firing area if no bays
	Bar or Tavern	1 per 200 SF GFA	1 per 100 SF GFA
	Bowling Alley	1 per lane	4 per lane
	Dance Club or Dance Hall	1 per 200 SF GFA	1 per 100 SF GFA
	Fitness Gym	1 per 600 SF GFA	1 per 200 SF GFA
	Entertainment (Indoor) (Other than Listed)	1 per 450 SF GFA	1 per 100 SF GFA
	Movie or Other Theater	1 per 4 seats	1 per 3 seats
	Tattoo or Piercing Business	1 per chair plus 1 per employee	1.5 per chair plus 1 per employee
Entertainment (Outdoor)	Amphitheater	1 per 6 seats or 1 per 30 SF if no permanent seats	1 per 4 seats or 1 per 50 SF if no permanent seats
	Campground without Overnight Accommodations	1 per campsite	--
	Golf Course	--	5 per hole
	Golf Driving Range	1 per tee area	3 per tee area
	Mini-Golf Course	1 per 300 SF outdoor entertainment area plus 1 per 200 SF GFA	1 per 250 SF outdoor entertainment area plus 1 per 150 SF GFA
	Entertainment (Outdoor) (Other than Listed)	1 per 1,000 SF outdoor entertainment area	1 per 300 SF outdoor entertainment area
	Stadium, Running Track, or Ball Field	1 per 6 seats or 1 per 50 SF if no permanent seats	1 per 4 seats or 1 per 30 SF if no permanent seats
Offices/Suites	Bank or Credit Union	1 per 350 SF GFA	1 per 200 SF GFA
	Offices (Other than Listed)	1 per 400 SF GFA	1 per 200 SF GFA
Overnight Accommodations	Bed and Breakfast Inn	0.3 per guest room + 1 per 3 persons (based on maximum design occupancy) for accessory meeting space and catered functions	1 per guest room + 1 per 1 person (based on maximum design occupancy) for accessory meeting space and catered functions
	Campground with Overnight Accommodations	1 per campsite	--
	Overnight Accommodations (Other than Listed)	.8 per guest room + 1 per 800 SF public meeting area and restaurant space	1 per guest room + 1 per 400 SF public meeting area and restaurant space
Parking, Commercial	All Uses	--	--
Restaurants	Catering Establishment	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
	Food Delivery	1 per employee	2 per employee
	Microbrewery	1 per 200 SF dining or tasting area	1 per 100 SF dining or tasting area

	Restaurant (Other than Listed)	1 per 200 SF GFA	1 per 100 SF GFA
	Restaurant, Drive-In or Drive-Through	1 per 250 SF GFA	1 per 150 SF GFA
Retail Repair, Sales, and Service	All Uses	1 per 400 SF GFA	1 per 200 SF GFA
Self-Service Storage	All Uses	1 per 20 storage stalls	1 per 10 storage stalls
Vehicle Sales and Service	Car Wash	1 per 3 employees	1 per employee
	Heavy Vehicular Equipment Sales, Service, and Repair	1 per 1,000 SF sales and service building(s)	1 per 300 SF sales and service building(s)
	Vehicle Fuel Station	1 per 400 SF GFA	1 per 200 SF GFA
	Vehicle Repair, Major	1 per 250 SF GFA + 1 per employee	1 per 200 SF GFA + 1 per employee
	Vehicle Service, Minor	1 per 400 SF GFA	1 per 200 SF GFA
	All Other Vehicle Sales and Service	1 per 500 SF sales and service building(s)	--
Industrial			
Heavy Industrial	All Uses	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
Light Industrial	Building or Development Contractor	1 per 1,500 SF storage area	1 per 300 SF storage area
	Light Industrial (Other Than Listed)	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
Warehousing and Freight Movement	All Uses	1 per 2,000 SF GFA	--
Waste-Related Service	All Uses	1 per employee + 1 per 15,000 SF of outdoor storage or salvage area	--
Wholesale Trade	All Uses	1 per 1,500 SF GFA	1 per 400 SF GFA
Notes: [1] In addition to the required and maximum for the primary use.			

(F) *Special studies.*

(1) *Generally.*

(a) Some of the uses listed in Table 156.E.004-1, Minimum and Maximum Parking, have widely varying parking demand characteristics. Accordingly, their parking requirements are listed as "Special Study." Required parking for these uses are established according to the standards of this section.

(b) Special studies may also be submitted to support a request to reduce the number of required parking spaces to less than that set out in Table 156.E.004-1, due to the nature of the operations and/or location of a proposed use. The special study must include and support all requested reductions in parking. Further parking credits and reductions that are otherwise available pursuant to § 156.E.006, Parking Credits and Reductions, may not be applied when parking reductions are granted pursuant to this section, unless the reductions are supported by the special study.

(2) *Special study requirements.*

(a) A special study must be conducted by a qualified transportation planner or traffic engineer at the applicant's expense.

(b) The special study must provide:

1. A peak parking analysis of at least five functionally comparable uses; and

2. Documentation regarding the comparability of the referenced uses, including: name, function, location, gross floor area, parking availability, access to transportation network (including vehicular, bicycle, pedestrian, and transit), use restrictions, and other factors that could affect the parking demand.

(3) *Approval of special study.*

(a) The Zoning Administrator may rely upon the special study or may request additional information or analysis, including, but not limited to: alternative or new data points, or consideration of additional or alternative factors related to

comparability or peak demand, as supported by sound engineering principles.

(b) As a condition of approval of a special study, the Zoning Administrator may require that land be reserved as an undeveloped area for additional future parking if there is a demonstrably high probability the use could change, resulting in a higher demand for parking.

(G) *Unlisted uses.* Upon receiving a development application for a use not specifically addressed in this article, the Zoning Administrator shall apply the off-street parking standard specified for the use that the Zoning Administrator deems most similar to the proposed use according to § 156.C.010, New and Unlisted Uses, or require that the applicant provide a special study according to division (F), Special Studies, above.

(Ord. 15039, passed 4-11-2022)

§ 156.E.005 REQUIRED ACCESSIBLE PARKING.

(A) *Number of required spaces.* Parking for disabled persons shall be provided as set out in Table 156.E.005-1, Accessible Parking Requirements, or as required by the Americans with Disabilities Act (ADA) Standards for Accessible Design and ADA Accessibility Guidelines for Buildings and Facilities published by the United States Access Board. If any of the standards within this section and the United States Access Board are in conflict then whichever requires more spaces shall be used. Required accessible parking spaces are included in the total number of required parking spaces per § 156.E.004, Required Off-Street Parking.

Table 156.E.006-1

Accessible Parking Requirements

Number of Required Parking Spaces	Minimum Number of Accessible Parking Spaces	Minimum Number of Van-Accessible Parking Spaces

Table 156.E.006-1

Accessible Parking Requirements

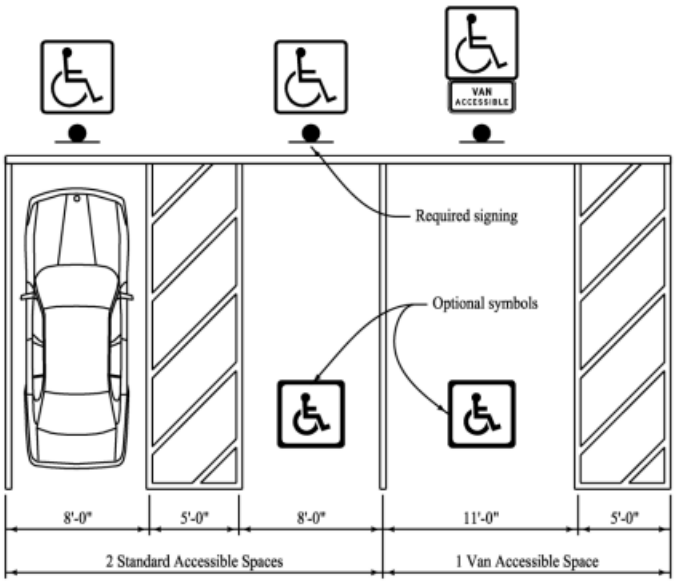
Number of Required Parking Spaces	Minimum Number of Accessible Parking Spaces	Minimum Number of Van-Accessible Parking Spaces
1 to 25	1	1
26 to 50	2	1
51 to 75	3	1
76 to 100	4	1
101 to 150	5	1
151 to 200	6	1
201 to 300	7	2
301 to 400	8	2
401 to 500	9	2
501 to 1,000	2% of total parking provided in each lot or structure	1 out of 6 accessible spaces, rounded up
1,001 and over	20 plus 1 for each 100 over 1,000	1 out of 6 accessible spaces, rounded up

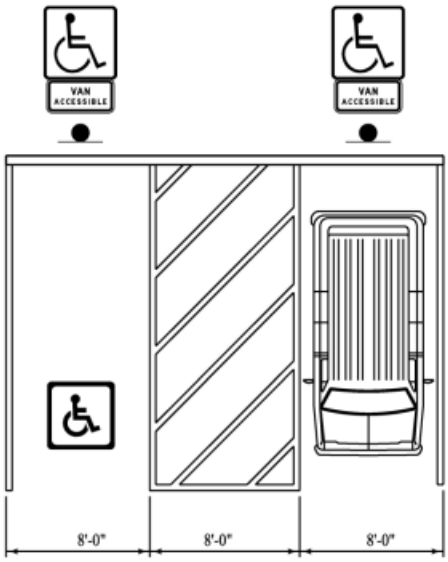
(B) *Parking space size specifications.* Figure 156.E.005-1, ADA Parking Space Dimensions, details the specific size requirements for both standard automobile and van accessible ADA accessible parking spaces.

Figure 156.E.005-1

ADA Parking Space Dimensions

Figure 8B-1.02: Accessible Space Dimensions





Alternate Van Accessible Parking Dimensions

(Ord. 15039, passed 4-11-2022)

§ 156.E.006 PARKING CREDITS AND REDUCTIONS.

(A) *Generally.* This section sets out several ways to reduce or receive credit for the number of required off-street parking spaces that must be provided according to § 156.E.004, Required Off-Street Parking.

(B) *Administrative credits and reductions.* The Zoning Administrator may approve the following parking credit and reduction options for a property. If such administrative reductions are proposed in a legislative review application the presence of such reductions shall have no bearing on the recommendation or final decision of the administrative review bodies involved. The administrative credit and reduction options are cumulative if more than one is used on a property.

(1) *On-street parking credit.*

(a) On-street parking spaces may provide credit to satisfy the minimum parking space requirements in the nonresidential and mixed-use zoning districts established in § 156.E.004, Required Off-Street Parking on streets designed for on-street parking. The use of on-street parking spaces to satisfy minimum parking requirements in no way guarantees the use of such parking spaces to customers, employees, or visitors of the subject property.

(b) On-street spaces shall be located on a public or private street, shall be available to the general public, and directly abutting the subject property.

(c) Bus stops, clear zones adjacent to curb cuts, and other areas in which parking is prohibited shall not be included in the calculation of available on-street parking spaces.

(d) An on-street parking space shall be a minimum of 20 feet in length. A minimum of 16 linear feet of an on-street parking space shall be directly adjacent to the subject property in order to be counted as a parking space.

(2) *Shared parking reduction.*

(a) Shared parking allows a reduction of up to 25% in the total number of required parking spaces when a property is occupied by two or more uses that typically do not experience peak use of parking areas at the same time. When any land or building is used for two or more uses that are listed in Table 156.E.005-1, Shared Parking Table, below, the minimum total number of required parking spaces may be determined by the following procedures, which are followed by Table 156.E.005-2, Illustrative Shared Parking Credit Calculation, showing an example of how to calculate shared parking reductions.

1. Determine the minimum parking requirements for each use category in Column (A) as if it were a separate use excluding spaces reserved for use by specified individuals or classes of individuals (for example, accessible spaces or spaces posted as "reserved");

2. Multiply the sum of required parking spaces for each use by the corresponding percentages for each of the five time periods set forth in Columns (B) through (F) of Table 156.E.005-1, below;

3. Calculate the total for each time period; and

4. Select the column with the highest total to find the required number of shared spaces.

Table 156.E.006-1,

Shared Parking Table

(A) Use Category	Weekday		Weekend		(F) Night (midnight to 6:00 a.m.)
	(B) Day (6:00 a.m. to 6:00 p.m.)	(C) Evening (6:00 p.m. to midnight)	(D) Day (6:00 a.m. to 6:00 p.m.)	(E) Evening (6:00 p.m. to midnight)	
Residential	60%	90%	80%	90%	100%
Offices	100%	10%	10%	5%	5%
Retail Sales or Personal Service	60%	90%	100%	70%	5%
Overnight Accommodation s	75%	100%	75%	100%	75%
Restaurant	50%	100%	100%	100%	10%
Indoor Recreation or Outdoor Recreation	40%	100%	80%	100%	10%
All Others	100%	100%	100%	100%	100%

Table 156.E.006-2, Illustrative Shared Parking Reduction Calculation

EXAMPLE: A mixed-use building in the MU zoning district has 35 apartments, 30,000 square feet of general office space, and 40,000 square feet of retail space. Separately, these uses would require 270 parking spaces ((35 sp. x 2 sp./unit) + (30,000 sf. x (1 sp./350 sf.)) + (40,000 sf. x (1 sp./350 sf.)) = 270). However, combined, they could share 196 parking spaces, a 27% reduction.

(A) Use Category	Weekday		Weekend		(F) Night (midnight to 6:00 a.m.)
	(B) Day (6:00 a.m. to 6:00 p.m.)	(C) Evening (6:00 p.m. to midnight)	(D) Day (6:00 a.m. to 6:00 p.m.)	(E) Evening (6:00 p.m. to midnight)	

Table 156.E.006-2, Illustrative Shared Parking Reduction Calculation

EXAMPLE: A mixed-use building in the MU zoning district has 35 apartments, 30,000 square feet of general office space, and 40,000 square feet of retail space. Separately, these uses would require 270 parking spaces ((35 sp. x 2 sp./unit) + (30,000 sf. x (1 sp./350 sf.)) + (40,000 sf. x (1 sp./350 sf.)) = 270). However, combined, they could share 196 parking spaces, a 27% reduction.

(A) Use Category	Weekday		Weekend		(F) Night (midnight to 6:00 a.m.)
	(B) Day (6:00 a.m. to 6:00 p.m.)	(C) Evening (6:00 p.m. to midnight)	(D) Day (6:00 a.m. to 6:00 p.m.)	(E) Evening (6:00 p.m. to midnight)	
Residential 70 spaces	60% x 70 = 42	90% X 70 = 63	80% = 56	90% = 63	100% = 70
Office or Industrial 86 spaces	100% x 86 =86	10% x 86 = 9	10% x 86 = 9	5% x 86 = 4	5% x 86 = 4
Retail Sales and Service 114 spaces	60% x 114 = 68	90% x 114 = 103	100% x 114 = 114	70% x 114 = 80	5% x 114 = 6
COLUMN TOTALS	196	175	179	147	80

TABLE NOTE:
The largest number, 196, is the number of parking spaces required. This example is a 27% reduction compared to individual calculations.

(b) Where a shared parking reduction is to be applied to uses on two or more lots under different ownership, the following shall be provided to the Zoning Administrator:

1. A plan that provides for interconnected parking lots and required residential spaces to be clearly designated and separated from spaces provided for employees, customers, and service;

2. Recorded easements, accepted on a form acceptable to the City Attorney, that provide, at a minimum:

A. A guarantee of each owner's rights to the use of the parking facility;

B. A requirement that any termination of or amendment to the agreement shall be subject to the approval of the city;

C. Cross-access among the parking areas and connections to allow parking by the different uses anywhere on the connected properties;

D. Allocation of maintenance responsibilities;

E. A pedestrian circulation system that connects uses and parking areas, making it easy and convenient for pedestrians to move between uses; and

F. A right of enforcement by the city.

(3) *Off-site parking credit.* Off-site parking spaces may provide credit to satisfy the minimum parking space requirements in any nonresidential or mixed-use zoning district subject to the following:

(a) The off-site parking lot is within 300 feet of the subject property, measured from the nearest property lines;

(b) The parking lot is wholly within a nonresidential or mixed-use zoning district; and

(c) The parking lot complies with all applicable requirements of this Zoning Ordinance.

(C) *Legislative credits and reductions.*

(1) *Plan and Zoning Commission.* The Plan and Zoning Commission may approve a reduction in the number of required parking spaces if the applicant demonstrates that a reduction is appropriate based on the applicant providing a parking study with specific parking demand forecasts for the proposed use and/or on the provision of alternative parking or transportation demand management programs that tend to reduce the demand for parking spaces, provided that:

(a) The study is prepared by a professional transportation planner or traffic engineer;

(b) The forecasts are based upon a peak parking analysis of at least five comparable uses; and

(c) The comparability of the uses is documented in detail, including their location, gross floor area, street access, use types and restrictions, hours of operation, peak parking demand periods, and all other factors that could affect parking demand.

(2) *Transportation professional.* The Zoning Administrator may retain a qualified transportation planner or traffic engineer, at the applicant's expense, to review the parking demand forecast and provide recommendations to the Plan and Zoning Commission.

(3) *Reserve.* The balance of the land necessary to meet the parking requirements shall be held in reserve as an undeveloped area, to meet any future needs generated by an expansion of the business, a change in land use, or underestimated parking demand.

(Ord. 15039, passed 4-11-2022)

§ 156.E.007 OFF-STREET LOADING.

(A) *Generally.* This section establishes the requirements with off-street loading spaces in connection with any nonresidential or mixed-use building, structure, or use which is to be erected or substantially altered to provide adequate space for off-street loading, unloading, and the maneuvering of shipping and delivery vehicles in the GC, GI, and MU zoning districts.

(B) *Minimum number of off-street loading spaces required.* Off-street loading facilities shall be provided in accordance with the requirements in Table 156.E.007, Minimum Off-Street Loading Spaces Required.

Table 156.E.007
Minimum Off-Street Loading Spaces Required

Use Groupings[1]	Gross Floor Area in Square Feet	Number of Required Loading Spaces

Table 156.E.007
Minimum Off-Street Loading Spaces Required

Use Groupings[1]	Gross Floor Area in Square Feet	Number of Required Loading Spaces
Industrial	Less than 10,000	0
	10,000-50,000	1
	50,001-100,000	2
	Each additional 100,000	1
Commercial and Office, Public and Institutional	Less than 10,000	0
	10,000-100,000	1
	100,001-200,000	2
	Each additional 100,000	1
All Other Use Groupings	N/A	N/A

Table Notes:
N/A = Not Applicable
[1]Refer to overall groupings of the uses in the Use Table in § 156.C.003 (for example, Agricultural, Residential, etc).

(C) *Design.* To minimize impacts, off-street loading areas shall comply with the following standards:

(1) *Lighting.* Any lighting used to illuminate off-street loading or unloading areas may not glare on any right-of-way or adjacent property.

(2) *Location.* Not be located within 40 feet of the nearest point of intersection of any two streets with no loading dock visible from a thoroughfare or collector street right-of-way;

(3) *Buffering.* Docks and loading spaces shall be located behind buildings and screened from view from abutting properties and public right-of-way. Truck access and loading areas that are located between a principal building and a residential property shall comply with the following additional standards:

(a) *Use of enclosed loading.* The loading area shall be enclosed by a roof and a wall between the principal building and the property boundary line (as depicted in Figure 156.E.007-1, Illustrative Example of Enclosed Loading, below). The walls of the enclosure shall be tall enough to completely screen the delivery vehicle and shall be designed and constructed with architectural elements such as windows, awnings, or other features that complement the exterior of the principal building. The portion of the bufferyard between the enclosed loading and the property line may be reduced by one level of opacity with the remainder of the bufferyard being the opacity level required by Table 156.F.004-1, Bufferyard Types, for the applicable zoning district; or

(b) *Absence of enclosed loading.* The loading area shall be screened along its length by a district bufferyard that has one additional level of opacity (for example, from a Type B bufferyard to a Type C bufferyard) than required by Table 156.F.004-1 and, additionally, the loading area shall contain an eight-foot-tall masonry wall that is designed and constructed with the same primary exterior finish materials of the principal building.

Figure 156.E.007-1

Illustrative Example of Enclosed Loading

(D) *Types of loading spaces.*

(1) *Loading for industrial uses.* Each required loading space in the GI, General Industrial zoning district shall be a minimum of 12 feet in width and 45 feet in depth.

(2) *Other uses.* All other required loading spaces shall be a minimum of 12 feet in width and 18 feet in depth. All required loading spaces shall have a minimum vertical clearance of 15 feet and shall be designated by signs as loading spaces.

(E) *Mixed-use developments.* Where mixed-use developments may be adequately and conveniently served by a common loading area, the Zoning Administrator may approve a reduction in spaces required in Table 156.E.007-1, Minimum Off-Street Loading Spaces Required. For this purpose, the minimum number of required spaces shall be based on the use category having the greatest number of resulting spaces.

(F) *Outdoor storage.* For the purposes of this section, each two square feet of exterior area used for outdoor storage shall be considered equivalent to one square foot of enclosed gross floor area.

(Ord. 15039, passed 4-11-2022)

§ 156.E.008 OFF-STREET STACKING.

(A) *Generally.* Stacking spaces create capacity of a drive-through lane to hold vehicles while transactions are taking place at drive-through facilities. Stacking spaces are nine feet in width by 20 feet in length and provide direct access to a service window or other improvement. The position in front of a drive-through station (e.g., a service window, ATM, or station at a drive-through bank) is counted as a stacking space.

(B) *Requirements.*

(1) *Minimum number.* Uses that include drive-through service shall not have fewer than the number of stacking spaces established in Table 156.E.008, Stacking Requirements.

(2) *Bypass lane.* A ten-foot-wide bypass lane is required adjacent to stacking lanes to allow vehicles to travel around the drive-through activity and exit the site or park.

(3) *Turn-around area.* Controlled entrances shall be designed so that vehicles may turn around without entering the

gated area or backing out into the public right-of-way.

Table 156.E.008 Stacking Requirements		
Activity	Minimum Spaces	Measured From

Table 156.E.008 Stacking Requirements		
Activity	Minimum Spaces	Measured From

Activity	Minimum Spaces	Measured From
Automated teller machine (ATM)	3	ATM keypad
Bank teller lane	5	Teller window or pneumatic tube station
Carwash stall, automatic	4	Entrance to wash bay
Carwash stall, self-service	3	
Day care drop-off (between 7 to 11 children or adults)	3	Facility passenger loading area
Day care drop-off (11 or more children or adults)	3 plus 1 per every 500 square feet of heated floor area	Facility passenger loading area
School, primary or secondary (public or private)	Determined by Zoning Administrator	
Fuel pump island	2	Pump island
Parking lot, controlled entrance	4	Key code box
Restaurant, drive through (or a functionally similar use)[1]	4	Order box[2]
	4	Order box to first window
	2	First window to second window
Vehicle servicing	2	Entrance to stall
Other	Determined by Zoning Administrator	

TABLE NOTE:

[1]If one window is provided (for both payment and pick-up), then six stacking spaces are required measured at the order box and five stacking spaces are required between the order box and the window.

[2]If the restaurant has dual order boxes then 3 spaces are required per order box.

[3]Each space is measured to include a length of 25 feet.

[4]Stacking shall not block access to driveways or parking areas.

Figure 156.E.008

Illustrative Stacking Requirements

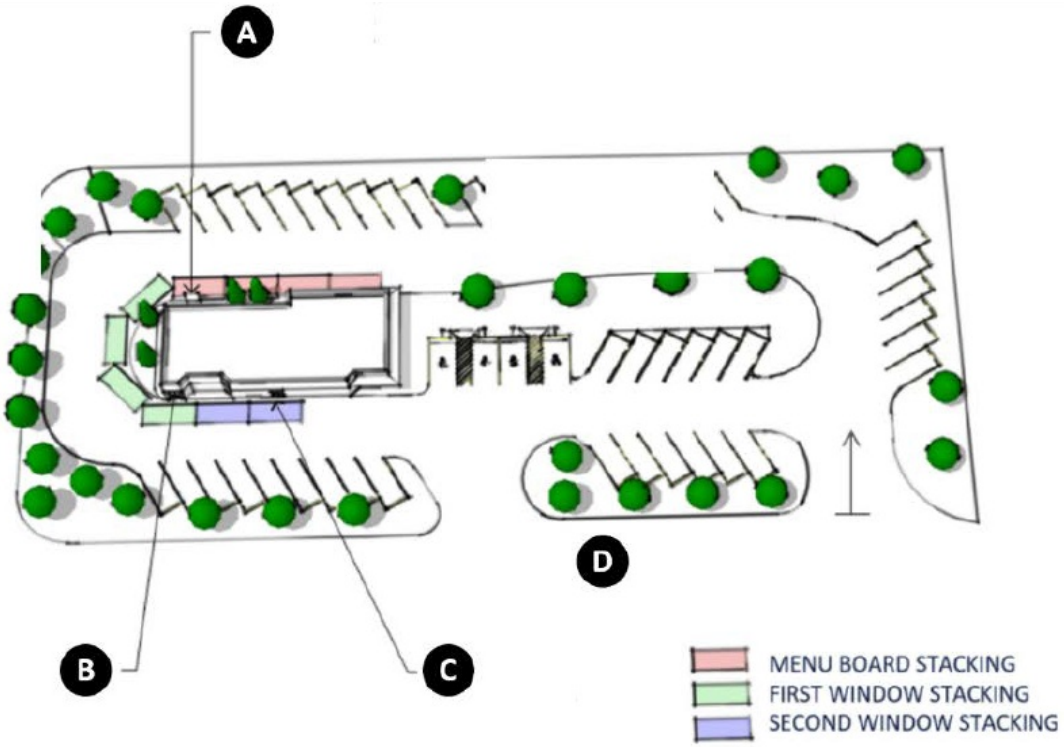


Figure Notes:
A = Order Box | B = First Window | C = Second Window | D = Public Right-of-Way

(Ord. 15039, passed 4-11-2022)