

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 JUNE 24, 2024, 5:30 PM

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

Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson, Vacancy
(4th Ward)

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 - JUNE**

- Thomas Watson - Police - 20 years
- Cortney Watson - Police - 20 years
- Tonya Hudnutt - Finance - 10 years

**2. MARSHALLTOWN MUNICIPAL TRANSIT: FEDERAL
TRANSIT ADMINISTRATION AWARD OF RECOGNITION
FOR PERCENTAGE INCREASE IN RIDERSHIP OF 63 %**

**AMONG SMALL URBAN TRANSIT SYSTEMS IN IOWA
2021-2022**

**3. MARSHALLTOWN MUNICIPAL TRANSIT: IOWA DOT –
SMALL URBAN TRANSIT SYSTEM OF THE YEAR**

F. CONSENT AGENDA

**1. APPROVE MINUTES 06/10/24 MEETING AND BILL LIST
\$3,400,608.88**

Documents:

[2024-06-10_SIGNED Council Minutes.pdf](#)
[2024-06-24_BILL LIST Summary.pdf](#)
[2024-06-24_BILL LIST Detail.pdf](#)

2. APPROVE ALCOHOL LICENSE RENEWALS

MARSHALL BEER WINE SPIRITS, EL PORTAL, GIT-N-GO #34,
GIT-N-GO #35

**3. APPROVE IOWA RETAIL PERMIT APPLICATION FOR
CIGARETTE/TOBACCO/NICOTINE/VAPOR**

KWIK STAR #394, KWIK STAR #607, KWIK STAR #706

**4. RECEIPT OF BUILDING & TRADE PERMIT REPORT - MAY
2024**

Documents:

[2024-06-24_CONSENT_Building and Trade Permit
Report-May.pdf](#)

**5. RESOLUTION 2024-135 SETTING A PUBLIC HEARING
FOR THE CONVEYANCE AND TRANSFER OF TITLE OF
CITY OWNED PROPERTY AT 407 MARION STREET**

Documents:

[2024-06-24_2024-135_Resolution Setting PH for Sale
of 407 Marion St.pdf](#)
[2024-06-24_2024-135_Memo Sale of 407 Marion
St.pdf](#)
[2024-06-24_2024-135_Bid Tab-407 Marion St.pdf](#)
[2024-06-24_2024-135_Sealed Bid Request 407
Marion St.pdf](#)

**6. RESOLUTION 2024-136 ALLOWING FOR ALCOHOLIC
BEVERAGES IN A PUBLIC PARK FOR THE LIVE AFTER
FIVE EVENTS**

Documents:

[2024-06-24 2024-136 Resolution Approving Alcohol](#)

Public Park - LAF.pdf
2024-06-24_2024-136_Memo Live After 5 Events.pdf
2024-06-24_2024-136_Sketch - Outdoor Service
Area_West End Park - LAF.pdf

7. RESOLUTION 2024-137 ALLOWING OPEN CONTAINERS ON DESIGNATED PUBLIC WAYS AND IN A PUBLIC PARK FOR THE 13TH STREET DISTRICT CAR CRUISE-IN AND CONCERT EVENT ON JULY 3, 2024

Documents:

2024-06-24_2024-137_Resolution Approving Alcohol
Public Way-Cruise-in Car Show.pdf
2024-06-24_2024-137_Memo 13th St District Car
Cruise-In.pdf
2024-06-24_2024-137_Sketch - 13th St District Car
Cruise-In.pdf

8. RESOLUTION 2024-138 APPROVING CITY FEE SCHEDULE

Documents:

2024-06-24_2024-138_Resolution Approving City Fee
Schedule.pdf
2024-06-24_2024-138_Memo - Master Fee
Schedule_PW and HCD Revisions 24 06 24.pdf
2024-06-24_2024-138_Memo for Aquatic Center
Private Rental Rates.pdf
2024-06-24_2024-138_MASTER Fee Schedule.pdf

9. RESOLUTION 2024-139 ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE AND SNOW CONTROL FOR THE 2024-2025 FISCAL YEAR IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$75.15 PER TON

Documents:

2024-06-24_2024-139_Resolution Awarding Salt Bid
FY 24-25.pdf
2024-06-24_2024-139_Memo - Salt Bids 2024_24 06
24.pdf
2024-06-24_2024-139_2024 Salt Bid Tabulation.pdf

10. RESOLUTION 2024-140 APPROVING CONTRACT CHANGE ORDER #3 FOR THE WPCP HEADWORKS AND DIGESTERS IMPROVEMENT PROJECT # WPC21001, AN INCREASE OF NOT TO EXCEED \$144,918.85

Documents:

2024-06-24_2024-140_Resolution Approving CO3
WPC Headworks WPC21001.pdf

2024-06-24_2024-140_Memo_WPC 21-001
Headworks_CO3_24 06 24.pdf
2024-06-24_2024-140_WPC21001 - Change Order 3
to Council.pdf

11. RESOLUTION 2024-141 APPROVING CONTRACT CHANGE ORDER #8 FOR THE EDGEWOOD STREET EXTENSION PROJECT #STR19003, A DECREASE OF \$4,500.00

Documents:

2024-06-24_2024-141_Resolution Approving CO8
Decrease Edgewood Street Ext.pdf
2024-06-24_2024-141_Memo - STR 19-003 Edgewood
Change Order 8_24 06 24.pdf
2024-06-24_2024-141_STR 19-003 Edgewood Change
Order 8.pdf

12. RESOLUTION 2024-142 APPROVING ENGINEER'S CERTIFICATE OF COMPLETION AND ACCEPTING CONSTRUCT, INC. FOR THE EDGEWOOD STREET EXTENSION PROJECT #STR-19003

Documents:

2024-06-24_2024-142_Resolution Approving Eng
Certificate of Completion Edgewood Ext.pdf
2024-06-24_2024-142_Memo - STR 19-003 Edgewood
Final Completion - 24 06 24.pdf
2024-06-24_2024-142_Edgewood Extension
Certificate of Completion STR19003.pdf

13. RESOLUTION 2024-143 RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR THE MARSHALLTOWN DOWNTOWN REVITALIZATION-FAÇADE IMPROVEMENTS PROJECT #ECO 21-001, AN INCREASE OF \$16,107.00

Documents:

2024-06-24_2024-143_Resolution Approving CO5
Increase DTR ECO 21-002.pdf
2024-06-24_2024-143_Memo_ECO 21-002 DTR _
Change Order 5.pdf
2024-06-24_2024-143_ECO 21-002 DTR _ Change
Order 5.pdf

G. REPORTS

- 1. MPACT QUARTERLY UPDATE REPORT**
- 2. ARTS + CULTURE ALLIANCE ANNUAL REPORT**
- 3. AUTOMATED TRAFFIC ENFORCEMENT (ATE) & FLOCK**

SAFETY CAMERA UPDATES

H. MOTIONS

- 1. MOTION TO APPROVE AN APPLICATION FOR A CITY LICENSE FOR GARBAGE AND REFUSE AND RECYCLABLE HAULER FOR LEGRAND SANITATION**

Documents:

[2024-06-24_MOTION_Memo LeGrand Sanitation Hauler License Application.pdf.pdf](#)

- 2. MOTION TO APPROVE 5-DAY LIQUOR LICENSE FOR MIDNIGHT BALLROOM AT THE CENTRAL IOWA FAIRGROUNDS ARENA FOR A RODEO ON 07/27/24 WITH A PREMISE UPDATE FOR CENTRAL IOWA FAIRGROUNDS TO THE ACTIVITIES BUILDING DURING THIS EVENT**
- 3. MOTION TO APPROVE 5-DAY SPECIAL CLASS C RETAIL ALCOHOL LICENSE FOR THE 13TH STREET DISTRICT EVENT ON 7/3**
- 4. MOTION TO APPROVE 5-DAY SPECIAL CLASS C RETAIL ALCOHOL LICENSES FOR FRIENDS OF THE ORPHEUM THEATER FOR LIVE AFTER 5 EVENTS 7/5, 7/12, 7/19, 7/26**

I. RESOLUTIONS

- 1. MOTION TO UNTABLE RESOLUTION 2024-120 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE**
- 1.1. RESOLUTION 2024-120 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE**

Documents:

[2024-06-24_2024-120_Resolution Approving Conveyance 510 E Main St 05.28.24.pdf](#)
[2024-06-24_2024-120_Bid Tab Sale of Vacant Lots 05.28.24.pdf](#)
[2024-06-24_2024-120_Request for Sealed Bids Vacant Lots 05.28.24.pdf](#)

- 2. MOTION TO UNTABLE RESOLUTION 2024-121 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 406 LEE STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE**
- 2.1. RESOLUTION 2024-121 PROVIDING FOR THE**

CONVEYANCE AND TRANSFER OF TITLE FOR 406 LEE STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE

Documents:

[2024-06-24_2024-121_Resolution Approving Conveyance 406 Lee St 05.28.24.pdf](#)
[2024-06-24_2024-121_Request for Sealed Bids Vacant Lots 05.28.24.pdf](#)
[2024-06-24_2024-121_Bid Tab Sale of Vacant Lots 05.28.24.pdf](#)

3. MOTION TO UNTABLE RESOLUTION 2024-122 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 708 LEE STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE

3.1. RESOLUTION 2024-122 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 708 LEE STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE

Documents:

[2024-06-24_2024-122_Resolution Approving Conveyance 708 Lee St 05.28.24.pdf](#)
[2024-06-24_2024-122_Request for Sealed Bids Vacant Lots 05.28.24.pdf](#)
[2024-06-24_2024-122_Bid Tab Sale of Vacant Lots 05.28.24.pdf](#)

4. RESOLUTION 2024-145 RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR \$263,000 WITH HR GREEN, INC. FOR DESIGN SERVICES FOR THE WPC SLUDGE THICKENING IMPROVEMENT PROJECT, #WPC24001

Documents:

[2024-06-24_2024-145_Resolution Approving HR Green Sludge Thickening Services Agreement.pdf](#)
[2024-06-24_2024-145_Memo_WPC Sludge Thickening Improvements Design Engineering_24 06 24.pdf](#)
[2024-06-24_2024-145_ProfessionalServicesAgreement_WPC Sludge Thickening Improvements.pdf](#)

5. PUBLIC HEARING AND RESOLUTION 2024-147 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 24 NORTH 1ST AVENUE FROM THE CITY OF MARSHALLTOWN, IOWA TO MOBIUS GROUP

Documents:

[2024-06-24_2024-147_Resolution Approving
Conveyance 24 N 1st Ave.pdf](#)
[2024-06-24_2024-147_Memo Sale of 24 N 1st
Ave.pdf](#)
[2024-06-24_2024-147_Sealed Bids Vacant Lots
05.07.24.pdf](#)
[2024-06-24_2024-147_Bid Tab Sale of Vacant
Lots.pdf](#)

**6. PUBLIC HEARING AND RESOLUTION 2024-148
PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 817-819 NORTH 5TH AVENUE FROM THE CITY
OF MARSHALLTOWN, IOWA TO CATHERINE GOODING**

Documents:

[2024-06-24_2024-148_Resolution Approving
Conveyance 817-819 N 5th Ave.pdf](#)
[2024-06-24_2024-148_Memo Sale of 817-819 N 5th
Ave.pdf](#)
[2024-06-24_2024-148_Bid Tab Sale of Vacant
Lots.pdf](#)
[2024-06-24_2024-148_Sealed Bids Vacant Lots
05.07.24.pdf](#)

**7. PUBLIC HEARING AND RESOLUTION 2024-149
APPROVING LEASE AGREEMENT WITH IMON**

Documents:

[2024-06-24_2024-149_Resolution Approval ImOn
Lease.pdf](#)
[2024-06-24_2024-149_Memo PH Lease 403 Player
Street to ImOn Communications LLC.pdf](#)
[2024-06-24_2024-149_ImOn License Agreement
\(FINAL\).pdf](#)

J. ORDINANCES

**1. ORDINANCE 15085 TO AMEND THE CODE OF
ORDINANCES, CITY OF MARSHALLTOWN, IOWA
CHAPTER 156 (ZONING)**

3RD READING

Documents:

[2024-06-24_ORD 15085_Amend CH 156 Zoning_Solar
Amendment.pdf](#)
[2024-06-24_ORD 15085_Memo PZ Recommendations
and Request for Ordinance Change.pdf](#)

2. ORDINANCE 15087 TO AMEND THE CODE OF

**ORDINANCES, CITY OF MARSHALLTOWN, IOWA
CHAPTER 118 PEDDLERS, SOLICITORS, TRANSIENT
MERCHANTS**

2ND READING

Documents:

[2024-06-24_ORD 15087_Amend CH 118 Peddlers,
Solicitors, and Transient Merchants.pdf](#)
[2024-06-24_ORD 15087_Amend CH 118 Peddlers,
Solicitors, and Transient Merchants_Markup.pdf](#)
[2024-06-24_ORD 15087_Memo Amend CH 118
05.28.24.pdf](#)

K. DISCUSSION

1. LETTER OF INTEREST - 20 EAST MAIN STREET

Documents:

[2024-06-24_DISCUSSION1_Memo RFP_Review for 20
E Main_24 06 24.pdf](#)
[2024-06-24_DISCUSSION1_Letter of
Interest_Curtis_Revised.pdf](#)

**2. AUTOMATED TRAFFIC ENFORCEMENT (ATE) REVENUE
POLICY**

Documents:

[2024-06-24_DISCUSSION2_Memo ATE Funding Policy
and Disolution ACA Contract.pdf](#)

**3. VEHICLE & BODY CAMERA PURCHASE - MARSHALLTOWN
POLICE DEPARTMENT**

Documents:

[2024-06-24_DISCUSSION3_Memo MPD Axon Equip
and Services Proposal.pdf](#)
[2024-06-24_DISCUSSION3_Axon Proposal June
2024.pdf](#)
[2024-06-24_DISCUSSION3_MPD Camera Project.pdf](#)

L. CLOSED SESSION - PERSONNEL

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution

2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney.

M. 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
JUNE 10, 2024

Mayor Greer called the meeting to order at 5:30 p.m., June 10, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Kell*, Ladehoff, Mitchell, Nichols, Schneider, Thompson (*via Go-To-Meeting). There is a vacancy for 4th Ward Councilor. Public comment for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided. Chief Tupper presented Sergeant Wyatt Shelangoski with the Marshalltown Police Department Employee of the Year Award.

CONSENT AGENDA

Motion by Schneider, second by Nichols to adopt the consent agenda: APPROVE MINUTES 05/28/24 MEETING, APPROVE BILL LIST \$1,056,227.27, APPROVE IOWA RETAIL PERMIT APPLICATION FOR CIGARETTE/TOBACCO/NICOTINE/VAPOR, APPROVE CIVIL SERVICE NEW HIRE LISTS FOR POLICE OFFICER & GIS AND ASSET RECORDS COORDINATOR, RESOLUTION 2024-123 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED VACANT LOTS, RESOLUTION 2024-124 APPROVING 2024 UPDATE OF TITLE VI AGREEMENT AND ASSURANCES FOR THE CITY OF MARSHALLTOWN AND ADOPTING SUCH AS THE CITY’S POLICY FOR FULL COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, RESOLUTION 2024-125 ACCEPTING DEDICATION OF LAND AS WASHINGTON STREET PUBLIC RIGHT-OF-WAY AND FURTHER ACCEPTING PUBLIC IMPROVEMENTS, RESOLUTION 2024-130 ACCEPTING QUIT CLAIM DEED FROM MARSHALLTOWN WATER WORKS TO THE CITY OF MARSHALLTOWN, RESOLUTION 2024-131 SETTING A PUBLIC HEARING FOR THE LEASE OF CITY-OWNED PROPERTY AT 403 PLAYER STREET TO IMON COMMUNICATIONS LLC. Motion carried 6-0.

MOTIONS

Motion by Ladehoff, second by Nichols to APPROVE AN APPLICATION FOR A CITY LICENSE FOR GARBAGE AND REFUSE, RECYCLABLE, & YARD WASTER HAULER FOR L HOGELAND AUTO PLAZA, LLC. Motion carried 6-0.

RESOLUTIONS

Motion by Thompson to UNTABLE RESOLUTION 2024-120 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion failed due to lack of second.

Motion by Thompson to UNTABLE RESOLUTION 2024-121 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 406 LEE STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion failed due to lack of second.

Motion by Thompson to UNTABLE RESOLUTION 2024-122 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 708 LEE STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion failed due to lack of second.

Motion by Schneider, second by Kell to adopt RESOLUTION 2024-126 APPROVING A 5-YEAR AGREEMENT WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE FOR TOURISM AND PROMOTIONAL SERVICES. Councilors would like to see measurable metrics included in the agreement. Motion by Kell, second by Nichols to amend RESOLUTION 2024-126 to extend the current agreement for one year to further review a five-year contract. Motion carried 4-2, Mitchell and Thompson dissenting. Motion by Schneider, second by Kell to adopt AMENDED RESOLUTION 2024-126 APPROVING A ONE-YEAR EXTENSION TO THE AGREEMENT WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE FOR TOURISM AND PROMOTIONAL SERVICES. Motion carried 5-1, Thompson dissenting.

Motion by Schneider, second by Ladehoff to adopt RESOLUTION 2024-127 APPROVING THE AMENDED CONTRACT WITH SNYDER AND ASSOCIATES FOR THE DESIGN OF THE LINN CREEK TRAILHEAD AND BRIDGE. Geoff Hubbard, Parks & Recreation Director provided an update on the project. John Hall, Marshalltown Area Chamber of Commerce, and Amber Danielson, Arts + Culture Alliance provided a fundraiser update on the Destination Iowa projects. \$2.3M of the \$2.5M goal is currently met. Public comment was received. Motion carried 5-1, Mitchell dissenting.

Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2024-128 APPROVING THE NAMING OF THE WATER PLAZA IN THE LINN CREEK DISTRICT which will be named “Apgar Family Water Plaza”. Public comment was received. Motion carried 6-0.

Motion by Schneider, second by Ladehoff to adopt RESOLUTION 2024-134 FOR NAMING RIGHTS OF THE BRIDGE IN THE LINN CREEK DISTRICT which will be named “Emerson Bridge”. Public comment was received. Motion carried 6-0.

Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2024-129 APPROVING AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BOLTON AND MENK, INC FOR THE MAIN STREET RECONSTRUCTION PROJECT, BEING PROJECT STR 22-002, IN THE CITY OF MARSHALLTOWN, IOWA. Heather Thomas, Public Works Director advised the amendment is for \$98,000 which includes \$30,000 for lighting the council previously directed to proceed with and \$68,000 for an event space on the North side of the Courthouse square. The Marshall County Board of Supervisors has agreed to share this cost and reimburse the city \$34,000. Public comment was received. Motion carried 6-0.

Mayor Greer opened a public hearing at 7:09 pm for APPROVING THE REAL ESTATE PURCHASE AGREEMENT AND PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 411 WEST LINN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO LINN STREET PROPERTIES, LLC. No written or public comments were received. The public hearing was closed at 7:10 pm. Motion by Nichols, second by Schneider to adopt RESOLUTION 2024-132 APPROVING THE REAL ESTATE PURCHASE AGREEMENT AND PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 411 WEST LINN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO LINN STREET PROPERTIES, LLC. Motion carried 6-0.

Mayor Greer opened a public hearing at 7:10 pm for RESOLUTION 2024-133 ADOPTING AMENDED AND RESTATED PLAN FOR THE MARSHALLTOWN URBAN REVITALIZATION AREA NO. 3. No written or public comments were received. The public hearing was closed at 7:11 pm. Motion by Schneider, second by Nichols to adopt RESOLUTION 2024-133 ADOPTING AMENDED AND RESTATED PLAN FOR THE MARSHALLTOWN URBAN REVITALIZATION AREA NO. 3. Motion carried 5-0, Thompson absent during vote.

ORDINANCES

Motion by Ladehoff, second by Schneider to adopt the second reading of ORDINANCE 15085 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 156 (ZONING). Motion carried 6-0.

Motion by Ladehoff, second by Schneider to adopt the first reading of ORDINANCE 15086 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 70: GENERAL PROVISIONS TO REVISE REGULATIONS FOR AUTOMATED TRAFFIC ENFORCEMENT. Chief Tupper advised the amendment will revise the fee schedule and signage requirements required by House File 2681 which are effective 7/1. Motion carried 5-1, Thompson dissenting.

Motion by Ladehoff, second by Schneider to WAIVE THE 2ND AND 3RD READING OF ORDINANCE 15086 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 70: GENERAL PROVISIONS TO REVISE REGULATIONS FOR AUTOMATED TRAFFIC ENFORCEMENT. Motion carried 6-0.

Motion by Schneider, second by Nichols to adopt the first reading of ORDINANCE 15087 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 118 PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS. Motion carried 6-0.

Motion by Schneider, second by Ladehoff to adopt the first reading of ORDINANCE 15088 AMENDING ORDINANCE DESIGNATING AN AREA OF MARSHALLTOWN, IOWA AS THE MARSHALLTOWN URBAN REVITALIZATION AREA NO. 3. Cindy Kendall, Consultant advised this will combine multiple plans and amendments into one document and include the provisions required by House File 718 which are effective 7/1. Motion carried 6-0.

Motion by Schneider, second by Nichols TO WAIVE THE 2ND AND 3RD READINGS OF ORDINANCE 15088 AMENDING THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA. Motion carried 6-0.

DISCUSSION

Heather Thomas, Public Works Director had a request from the fireworks committee to provide bus transportation to the event on 7/4 from 4-10 pm. Transit staff will run a loop from the Courthouse and the Marshalltown Mall. The council advised this should be offered as a free service.

CLOSED SESSION

Motion by Nichols, second by Schneider to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the

governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney. Motion carried 6-0 and the council entered into closed session at 7:35 pm. Motion by Nichols, second by Ladehoff to return to open session. Motion carried 6-0. Roll call—Present: Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. No further action was taken.

ADJOURNMENT

The meeting adjourned at 7:47 p.m.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 06/24/24

Advertising

FirstIntBank/5 879.32

Buildings/Improvements

FirstIntBank/3 2,089.00

Menards/3 11.17

Consulting & Professional Fees

Bolton&Menk.Inc/5 86,915.50

CottinghamButle/1 275.00

Dorsey&Whittney/2 16,252.00

Eide.Bailly.LLP/1 28,500.00

FirstIntBank/2 2,964.00

Health.Partners/1 12,580.16

Lynch.Dallas.PC/6 4,640.18

YSS Grants Bill/4 12,598.24

Contracts

Acco Unlimited/1 18,214.19

AceK9.com/1 168.00

Amr.Red.Cross/1 798.00

BG.HVAC.INC/3 716.00

Blaze Stack Inc/1 2,600.00

Bolton&Menk.Inc/1 3,797.50

Chamber.Commerc/1 58,772.21

City.Laundering/1 23.30

Comm Lighting/1 523.40

Construct/2 313,724.95

EO Johnson Co/3 48.36

FirstIntBank/7 604.06

Hanke,R/1 125.50

IAInspections/1 3,400.00

Idemia/1 3,051.00

Impact.7G.Inc/2 17,052.75

Iowa.Hometown.S/1 260.00

Marshall.Co.IT./4 5,000.00

Mtown.Partnersh/1 5,000.00

Mtwn.Aviation/2 4,416.00

Municipal.Band/1 4,222.92

Prairie Waste/4 1,706.92

Premier.Equip/3 481.51

RDG.Planning/1 3,018.12

Safe Building/1 6,370.00

Schendel.Pest.C/6 200.40

Schumacher.Elev/2 488.93

Servicemaster/1 1,934.00

Stericycle.Inc/2 128.64

Vajgrt.R/1 100.00

Woodman.Control/1 1,100.00

WRH Inc/1 886,755.19

Xerox Corp/2 48.20

Debt Service

IA.Finance.Auth/6 802,498.88

UMB.Bank.NA/8 1,800.00

Equipment

Construct/1 3,445.00

Equipment/Minor

Ziegler/1 4,454.00

Library Books

Baker & Taylor/24 940.09

BRODART.CO/8 1,567.24

Cengage.Learn/11 756.46

CenterPoint.Prn/3 881.15

FirstIntBank/29 1,433.14

MicroMarketing./2 84.99

OVERDRIVE,INC./12 7,435.21

Playaway Prod/2 1,117.10

TransparentLang/1 1,080.00

Medical

Covenant Workpl/2 4,016.40

FirstIntBank/6 52.09

Health.Partners/7 168,903.60

Unity Point-Occ/4 294.00

Payroll.Net

Payroll/1 363,450.29

Rebates

Menards/1 -3.30

Refund/Reimbursed

Baker & Taylor/6 132.22

Bunn, Sami/1 25.49

Dougall,H/1 25.49

FirstIntBank/8 31.63

Gomez, Yaneli/1 25.49

Gomez,A/1 39.82

Kolbe,Sara/1 29.67

Mann, Heidi/1 23.78

Mendoza,B/1 25.42

Myers, Darrell/1 25.49

Ortiz, Guillermin/1 52.15

Perez,N/1 33.92

Schneider,Alexi/1 105.00

Swaim, Greg/1 85.59

Troutner,Shawn/1 39.82

Zamora,R/1 44.79

Rents/Leases

Ackley.Housing/3 462.00

Housing Auth Or/1 1,932.00

Service/Repairs

AAA.Septic/1 100.00

BG.HVAC.INC/3 1,506.59

Blank.Park.Zoo/1 450.00

Bly,Josh/1 1,740.00

BRAMMER,R/1 525.00

CIRO.DIIORIO LLC/2 8,991.50

Cline, Troy/21 5,970.00

Cntrl.IA.Machin/1 387.50

Consol Electric/1 12.14

Ed.M.Feld.Eq/1 100.00

FirstIntBank/58 6,725.37

Global Paymt/1 601.34

BILL LIST 06/24/24

Granite Telecom/125	5,242.40	Logoed Apparel/1	1,278.00
Hawkeye.Truck/1	28.90	Martin.Marietta/1	359.55
Heart.of.Iowa/3	878.70	Menards/25	1,930.85
Housing Auth Or/1	49.29	Midland.Scienti/1	573.55
Hudnutt, Tonya/4	3.73	Mini Melts of A/2	1,978.15
I.C.A.P./1	1,200.00	NEW.YORK.TIMES/1	2,100.80
Impact.7G.Inc/1	3,570.00	Northern.Lights/2	2,007.38
Jackson,Jennife/1	500.00	Nutrien.Ag.Sol/2	1,048.28
LENZ,D/2	825.00	Office.Express/2	599.85
M.Co.Recorder/1	59.00	Ortiz-Diaz,Adan/1	168.50
Menards/8	274.91	Sams.Club/1	1,407.44
Milestone Outdo/1	1,092.00	SE.Jones.Indust/1	228.50
Mtwn.Aviation/1	30.05	SherwinWilliams/1	43.71
Nikkel.Associat/1	2,700.43	ShoBiz,Minutema/3	206.70
Prairie Waste/1	871.60	Showcases,Inc/2	1,693.76
Reliant.Fire.Ap/1	719.50	Smith, Avygail/1	173.12
ROSENBLUM,S/1	480.00	STATE.HYGIENIC/1	529.00
Schumacher.Elev/1	477.42	Storey.Kenwrthy/1	132.20
Sports Spies/1	250.00	Strands/2	411.71
T.S.Y.S./2	426.60	Thiesens.Supply/6	355.56
Unity Point-Occ/3	65.00	Tube Pro Inc/1	2,167.75
USS.Polaris/1	404.25	USS.Polaris/1	550.17
Volta Electric/1	130.00	Vanwall Equip/2	1,460.74
Wickham,Michael/1	620.00	WW.Grainger/1	257.71
WW.Grainger/2	159.06	Xerox Corp/1	1,562.00
Ziegler/1	6,694.00	Travel/Training	
Supplies/Parts		FirstIntBank/23	2,394.48
Acco Unlimited/1	3,382.65	Weekley, Sadie/1	30.00
Arnold.Motor/2	116.23	Utilities	
Baker & Taylor/4	147.50	Alliant.Energy/38	47,740.36
BDH/1	1,124.19	ConsumersEnergy/3	390.81
Bitumnous/1	537.00	FirstIntBank/1	44.86
Black.Tire.Bike/1	83.97	Mtwn.Aviation/1	62.50
Bound.Tree.Medi/1	668.57	Mtwn.Wtrwrks/1	813.41
BRIMEYER,LLC/1	625.00	WoodRiver.Enrgy/2	143.89
Cessford.Constr/1	383.40	Wage Assignment	
City.Laundering/4	166.71	American.Educa./1	64.41
Cntrl.IA.Distr/4	3,660.00	Collection.Svs./5	1,228.86
CTI Ready Mix/5	3,366.75	Colonial.Life/1	242.28
Cummins.Service/1	672.61	Fidelity.Securt/2	464.35
DEMCO.INCORP./3	3,192.61	FirstIntBank/4	26.42
Ed.M.Feld.Eq/1	57.00	Friends.Library/1	3,894.35
Engineered Equi/1	1,691.00	I.P.E.R.S./7	84,917.56
Envisionware/1	3,948.24	I.R.S./6	92,630.48
Fastenal.Co/1	39.43	IA.Treasurer/2	16,874.63
Fire Serv Trn/1	50.00	ICMA457Mission/10	12,447.88
FirstIntBank/127	20,265.93	LISKOWIAK,M/1	30.00
Galls.LLC/2	122.36	M.F.P.R.S.I./4	126,647.51
Gillig.LLC/1	109.44	Pina, Sairah/1	25.00
Hotsy.Cleaning/1	1,939.02	United.Way/4	1,380.30
Hudnutt, Tonya/2	2.44	Total/871	3,400,608.88
HyVee.Accts/1	528.06		
I.L.E.A./1	300.00		
Interstate Batt/2	628.80		
LIBRARY.STORE/1	2,318.64		

BILL LIST 06/24/24

Account Number	Vendor Name	Description (Item)	Amount
690.8050.5380.00C	AAA SEPTIC SERVICE INC	May rental Fisher Comm Center bus shelter	\$ 100.00
001.4045.5607.00C	Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 3,382.65
030.4045.5750.00C	Acco Unlimited	PACO 20HP 3PH Pool Pump	\$ 18,214.19
153.1010.5321.00C	AceK9.COM	AceWatchDog Service, 1-Year Term	\$ 168.00
184.5030.5242.00C	ACKLEY HOUSING INC	Assistance	\$ 107.00
184.5030.5242.00C	ACKLEY HOUSING INC	Assistance	\$ 149.00
184.5030.5242.00C	ACKLEY HOUSING INC	Assistance	\$ 206.00
001.1030.5481.00C	Alliant Energy	2801 S 12th St EMG Sirens	\$ 25.09
001.4030.5481.00C	Alliant Energy	Riverview Park east side	\$ 151.06
001.4030.5481.00C	Alliant Energy	402 Woodland St Bath House	\$ 695.98
001.4030.5481.00C	Alliant Energy	JUDGE PARK	\$ 20.38
001.4030.5481.00C	Alliant Energy	801 WOODLAND ST SHOP	\$ 58.45
001.4030.5481.00C	Alliant Energy	602 W Merle Hibbs Blvd	\$ 21.70
001.4030.5482.00C	Alliant Energy	402 Woodland St Bath House	\$ 50.15
001.4030.5482.00C	Alliant Energy	Reunion Hall	\$ 40.42
001.4030.5482.00C	Alliant Energy	905 E MAIN ST PARK SHOP	\$ 50.15
001.4030.5482.00C	Alliant Energy	402 Woodland St Comm Bldg	\$ 38.65
110.2010.5481.00C	Alliant Energy	2107 S Center St irrigation system	\$ 21.70
110.2010.5481.00C	Alliant Energy	905 E Main PW Bldg	\$ 1,063.28
110.2030.5481.00C	Alliant Energy	N 18th Ave Bridge	\$ 31.01
110.2030.5481.00C	Alliant Energy	HWY 14 & HWY 30 St Lights	\$ 80.48
110.2030.5481.00C	Alliant Energy	211 S 9th St Front Terrace	\$ 21.85
110.2040.5481.00C	Alliant Energy	S Center St & W Berle	\$ 43.45
110.2040.5481.00C	Alliant Energy	N 18TH AVE & E MAIN	\$ 31.97
110.2040.5481.00C	Alliant Energy	13 S 13th St cnr Main St	\$ 41.97
110.2040.5481.00C	Alliant Energy	S 12TH AVE E OLIVE ST	\$ 42.25
110.2040.5481.00C	Alliant Energy	S Center St North of Mall	\$ 50.38
110.2040.5481.00C	Alliant Energy	N 3rd Ave Cnr State	\$ 108.12
110.2040.5481.00C	Alliant Energy	W Southridge Rd Cnr Center	\$ 42.09
110.2040.5481.00C	Alliant Energy	S Center St Cnr Hibbs	\$ 45.87
110.2040.5481.00C	Alliant Energy	Riverside Dr cnr 3rd Ave	\$ 35.17
110.2040.5481.00C	Alliant Energy	502 E Southridge Rd	\$ 21.85
610.8015.5481.00C	Alliant Energy	N 3rd Ave River Sign	\$ 23.94
610.8015.5481.00C	Alliant Energy	Riverview Park liftstation	\$ 21.70
610.8015.5481.00C	Alliant Energy	1001 Woodland St Water Pollution	\$ 34,939.04
610.8015.5481.00C	Alliant Energy	JBS 402 N 10TH AVE	\$ 20.38
610.8015.5482.00C	Alliant Energy	1001 WOODLAND ST DISP PLANT	\$ 3,456.88
610.8016.5481.00C	Alliant Energy	608 Turner St Pump Station	\$ 411.60
610.8016.5481.00C	Alliant Energy	S 12TH AVE CNR E MAIN	\$ 124.42
610.8016.5481.00C	Alliant Energy	Marion St - WPCP	\$ 139.34
610.8016.5481.00C	Alliant Energy	1511 Rolling Meadows Rd	\$ 207.58
610.8016.5482.00C	Alliant Energy	1001 Woodland St Shed	\$ 36.88
690.8050.5481.00C	Alliant Energy	905 E Main PW Bldg	\$ 708.85
740.8065.5481.00C	Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 4,760.87
750.8070.5481.00C	Alliant Energy	901 Woodland St Compost Pile	\$ 55.41
999.1121.000	American Education Services	Payroll deduction	\$ 64.41
001.4041.5331.00C	AMERICAN RED CROSS	Adult & Pediatric First Aid/ CPR/AED	\$ 798.00
001.4030.5565.00C	Arnold Motor Supply	hydraulic hose, labor & parts	\$ 85.07
690.8050.5565.00C	Arnold Motor Supply	Silicone hose clamps	\$ 31.16
001.1099.5342.00C	B&G HVAC INC	RTU 4 Police & Fire bldg service call	\$ 171.00
001.1099.5410.00C	B&G HVAC INC	PD Hallway water pipe leak repair	\$ 928.59
001.4045.5342.00C	B&G HVAC INC	Aquatic Center service AC	\$ 262.00
142.4030.5342.00C	B&G HVAC INC	Softball Complex mens bathroom repair	\$ 283.00
610.8015.5410.00C	B&G HVAC INC	WPCP locker room AC repair	\$ 464.00
610.8015.5410.00C	B&G HVAC INC	Boiler #2 service call	\$ 114.00
001.4010.5730.00C	Baker & Taylor Inc	reference books	\$ 34.20
001.4010.5730.00C	Baker & Taylor Inc	reference books	\$ 66.96
001.4010.5730.00C	Baker & Taylor Inc	reference book	\$ 31.35
001.4010.5730.00C	Baker & Taylor Inc	reference book	\$ 14.99
001.4010.5732.00C	Baker & Taylor Inc	Adult graphic novels	\$ 26.99
001.4010.5732.00C	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.53
001.4010.5732.00C	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 10.19
001.4010.5732.00C	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 78.65
001.4010.5732.00C	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 11.99
001.4010.5732.00C	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 137.15

001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.52
001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 35.71
001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.80
001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 18.60
001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 10.19
001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.53
001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 26.13
001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 18.60
001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 18.24
001.4010.5732.00C Baker & Taylor Inc	Adult non fiction or fiction books	\$ 17.09
001.4010.5732.00C Baker & Taylor Inc	Adult graphic novels	\$ 37.95
001.4010.5732.00C Baker & Taylor Inc	Adult graphic novels	\$ 17.98
001.4010.5732.00C Baker & Taylor Inc	Adult graphic novels	\$ 159.92
001.4010.5732.00C Baker & Taylor Inc	DVD's	\$ 27.99
001.4010.5732.00C Baker & Taylor Inc	DVD's	\$ 118.92
001.4010.5732.00C Baker & Taylor Inc	DVD's	\$ 7.69
001.4010.5732.00C Baker & Taylor Inc	DVD's	\$ 39.18
001.4010.5732.00C Baker & Taylor Inc	DVD's	\$ 54.55
001.4010.5734.00C Baker & Taylor Inc	lost and replaced book	\$ 17.10
170.4010.5734.00C Baker & Taylor Inc	Skye Lucas memorial book	\$ 18.24
170.4010.5734.00C Baker & Taylor Inc	Ronald Spicer memorial book	\$ 22.20
170.4010.5734.00C Baker & Taylor Inc	Al West memorial book	\$ 19.38
170.4010.5734.00C Baker & Taylor Inc	Memorial books	\$ 37.06
170.4010.5734.00C Baker & Taylor Inc	Memorial book	\$ 18.24
001.4010.5612.00C BDH INFORMATION TECHNOLOGY LLC	Library UPS failure and desk mount	\$ 1,124.19
110.2010.5617.00C Bitumnous Materials & Supply	Amiseal	\$ 537.00
001.1010.5600.00C BLACK TIRE BIKE COMPANY	Bike chain and tires for PD bike officer	\$ 83.97
001.4010.5343.00C Blank Park Zoo	Membership 7/31/24-7/30/25	\$ 450.00
001.1050.5347.00C Blaze Stack Inc	Fire investigation Web based software	\$ 2,600.00
001.4030.5386.00C Bly, Josh	Parks Contract mowings	\$ 1,740.00
311.2012.5233.00C Bolton & Menk Inc	Edgewood Street Ext 3/30/24-4/26/24	\$ 1,470.00
340.4030.5342.00C Bolton & Menk Inc	Trail Redesign	\$ 3,797.50
363.2012.5233.00C Bolton & Menk Inc	Professional Serv - State St Recon 3/30/24-4/26/24	\$ 29,601.00
364.2012.5233.00C Bolton & Menk Inc	Design & Bidding Dwnntn Phase 2A & 2B 3/30-4/26/24	\$ 8,221.50
364.4030.5233.00C Bolton & Menk Inc	Water Plaza Construction Contract	\$ 28,648.50
364.4030.5233.00C Bolton & Menk Inc	Riverview Park Phase 1 Design and Engineering	\$ 18,974.50
001.1050.5630.00C Bound Tree Medical LLC	Staz pads, I-gel, CO2 detector	\$ 668.57
001.4010.5343.00C Brammer, Rick	Library Science program	\$ 525.00
001.6025.5460.00C Brimeyer LLC	Leadership Development conference	\$ 625.00
001.4010.5732.00C Brodart Co	Juvenile books	\$ 164.95
001.4010.5732.00C Brodart Co	Juvenile books	\$ 115.66
001.4010.5732.00C Brodart Co	Juvenile books	\$ 222.89
001.4010.5732.00C Brodart Co	Juvenile books	\$ 59.79
001.4010.5732.00C Brodart Co	Juvenile books	\$ 75.95
001.4010.5732.00C Brodart Co	Juvenile books	\$ 386.90
001.4010.5732.00C Brodart Co	Juvenile books	\$ 225.18
001.4010.5732.00C Brodart Co	Juvenile books	\$ 315.92
610.8015.5980.00C Bunn, Sami	Sewer refund 2024 - filled swimming pool	\$ 25.49
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or nonfiction books	\$ 24.74
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or nonfiction books	\$ 28.49
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or nonfiction books	\$ 77.97
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or nonfiction books	\$ 83.96
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or nonfiction books	\$ 20.99
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or nonfiction books	\$ 24.74
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or nonfiction books	\$ 98.21
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or nonfiction books	\$ 25.49
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or non fiction books	\$ 117.71
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or non fiction books	\$ 122.96
001.4010.5732.00C CENGAGE LEARNING INC	Adult fiction or non fiction books	\$ 131.20
001.4010.5732.00C CENTER POINT LARGE PRINT	adult fiction or non fiction	\$ 510.83
001.4010.5732.00C CENTER POINT LARGE PRINT	adult fiction or non fiction	\$ 44.94
001.4010.5732.00C CENTER POINT LARGE PRINT	adult fiction or non fiction books	\$ 325.38
001.4010.5600.00C CENTRAL IOWA DISTRIBUTING INC	Library-floor cleaners, garbage bags, tissue, soap	\$ 896.00
610.8015.5600.00C CENTRAL IOWA DISTRIBUTING INC	WPCP operating and cleaning supplies	\$ 1,411.00
610.8015.5600.00C CENTRAL IOWA DISTRIBUTING INC	WPCP operating and cleaning supplies	\$ 593.00
610.8015.5600.00C CENTRAL IOWA DISTRIBUTING INC	garbage bags, paper towels, rubber gloves	\$ 760.00
001.1050.5410.00C Central Iowa Machine Shop Inc	Fire dept boat repair	\$ 387.50
110.2010.5620.00C CESSFORD CONSTRUCTION COMPANY	Road stone	\$ 383.40
001.1099.5410.00C Ciro Dilorio Masonry & Landscaping LLC	FD Joint Sealing	\$ 3,706.50

001.4010.5410.00C	Ciro Dilorio Masonry & Landscaping LLC	Library pressure wash 7000sqft limestone	\$ 5,285.00
110.2010.5132.00C	CITY LAUNDERING COMPANY	uniform cleaning & insurance	\$ 8.79
110.2010.5342.00C	CITY LAUNDERING COMPANY	other services	\$ 23.30
110.2010.5600.00C	CITY LAUNDERING COMPANY	supplies	\$ 76.75
110.2040.5132.00C	CITY LAUNDERING COMPANY	Utility dept - uniform cleaning	\$ 40.00
690.8050.5132.00C	CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 41.17
001.1075.5261.00C	Cline, Troy	landfill fee	\$ 35.00
001.1075.5261.00C	Cline, Troy	720 N 5th Ave	\$ 130.00
001.1075.5261.00C	Cline, Troy	524 N 1st St	\$ 130.00
001.1075.5261.00C	Cline, Troy	530 N 1st St	\$ 130.00
001.1075.5261.00C	Cline, Troy	landfill fee	\$ 195.00
001.1075.5261.00C	Cline, Troy	landfill fee	\$ 220.00
001.1075.5261.00C	Cline, Troy	10 N 5th St	\$ 390.00
001.1075.5261.00C	Cline, Troy	Nuisance abatement tree removal City owned	\$ 200.00
001.1075.5261.00C	Cline, Troy	1001 W State St	\$ 25.00
001.1075.5261.00C	Cline, Troy	landfill fee	\$ 125.00
001.1075.5261.00C	Cline, Troy	landfill fee #1	\$ 125.00
001.1075.5261.00C	Cline, Troy	12 S 13th St	\$ 130.00
001.1075.5261.00C	Cline, Troy	landfill fee #3	\$ 175.00
001.1075.5261.00C	Cline, Troy	landfill fee #4	\$ 325.00
001.1075.5261.00C	Cline, Troy	landfill fee #2	\$ 345.00
001.1075.5261.00C	Cline, Troy	410 N 11th Ave	\$ 1,250.00
001.1075.5263.00C	Cline, Troy	Nuisance abatement mowing 911 Jackson St	\$ 65.00
001.1075.5263.00C	Cline, Troy	Nuisance properties mowing city owned	\$ 595.00
001.1075.5263.00C	Cline, Troy	Nuisance properties mowing City owned	\$ 595.00
001.1075.5263.00C	Cline, Troy	Nuisance Abatement - Mowing	\$ 720.00
001.1075.5263.00C	Cline, Troy	Nuisance abatement mowing 911 Jackson St	\$ 65.00
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	\$ 242.28
001.1099.5342.00C	Commercial Lighting Services Inc	Police/ Fire dept flag pole service call	\$ 523.40
110.2030.5410.00C	Consolidated Electrical Distributor (3E)	Meter socket materials	\$ 12.14
001.4030.5342.00C	CONSTRUCT INC	Remover bridge from creek on Radio Tower Rd	\$ 1,152.50
363.2012.5342.00C	CONSTRUCT INC	STR21004 State St Recon 5/1/24-5/31/24	\$ 312,572.45
395.2012.5779.00C	CONSTRUCT INC	Increase	\$ 3,445.00
110.2030.5481.00C	Consumers Energy Coop	City of Marshalltown	\$ 70.11
110.2030.5481.00C	Consumers Energy Coop	City of Marshalltown	\$ 78.86
110.2040.5481.00C	Consumers Energy Coop	City of Marshalltown	\$ 241.84
690.8050.5230.00C	Cottingham & Butler Insurance Services Inc	Civil Service review- Transit operations Assistant	\$ 275.00
884.7010.5337.00C	Covenant Workplace Solutions	January-June 2024 EAP services	\$ 2,519.40
884.7010.5337.00C	Covenant Workplace Solutions	Admin Fee	\$ 1,497.00
363.2010.5600.00C	CTI Ready Mix Inc	2007 Bailey Dr	\$ 1,550.00
363.2010.5617.00C	CTI Ready Mix Inc	Glenda Dr flowable fill	\$ 720.00
363.2010.5617.00C	CTI Ready Mix Inc	5th St and Hughes St flowable fill	\$ 410.00
740.8065.5600.00C	CTI Ready Mix Inc	N 9th Ave & Bromley storm sewer repair	\$ 321.25
740.8065.5600.00C	CTI Ready Mix Inc	N 9th Ave & Bromey storm sewer repair	\$ 365.50
690.8050.5565.00C	CUMMINS Sales & Service	Bus 131 intake air throttle valve, pressure sensor	\$ 672.61
001.4010.5600.00C	DEMCO INCORP	Watercolor carpet	\$ 1,081.59
001.4010.5600.00C	DEMCO INCORP	Scotch book tape, book jacket covers	\$ 919.72
001.4010.5600.00C	DEMCO INCORP	Digital single bar code labels	\$ 1,191.30
001.5020.5234.00C	Dorsey & Whitney LLP	Glenwood Development Agreement Amendment	\$ 3,611.50
001.6040.5234.00C	Dorsey & Whitney LLP	2023 Gas & Electric Franchise Amendments 5/31/24	\$ 12,640.50
610.8015.5980.00C	Dougall, Hugh	Sewer refund 2024 - filled swimming pool	\$ 25.49
001.1050.5410.00C	ED M FELD EQUIPMENT CO INC	Fire dept SCBA snap change	\$ 100.00
001.1050.5718.00C	ED M FELD EQUIPMENT CO INC	Fire dep hydrant wrench	\$ 57.00
001.6021.5232.00C	EIDEBAILLY LLP	Progress billing Oct-May for FY 23 audit	\$ 28,500.00
610.8015.5600.00C	Engineered Equipment Solutions LLC	WPCP compactor bags	\$ 1,691.00
001.4010.5718.00C	ENVISIONWARE	Self check out computer system	\$ 3,948.24
001.4030.5344.00C	EO Johnson Co Inc	PW copies 2/25-5/24	\$ 7.19
110.2010.5344.00C	EO Johnson Co Inc	PW copies 2/25-5/24	\$ 40.75
184.5030.5344.00C	EO Johnson Co Inc	Housing copies 5/20-6/19	\$ 0.42
140.4030.5611.00C	FASTENAL COMPANY	West End park bolts, washers	\$ 39.43
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 327.30
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 137.05
001.1050.5460.00C	Fire Services Training Bureau	certification fees for Fire officer 1	\$ 50.00
001.1010.4875.00C	First Interstate Bank	bank/vendor savings program	\$ (0.81)

001.1010.4875.00C First Interstate Bank	bank/vendor savings program	\$ (0.09)
001.1010.5132.00C First Interstate Bank	CLOTHING EQUIPMENT	\$ 45.95
001.1010.5132.00C First Interstate Bank	PENS FOR UNIFORM	\$ 9.99
001.1010.5132.00C First Interstate Bank	K9 UNIFORM PINS	\$ 15.98
001.1010.5132.00C First Interstate Bank	HOLSTER AND FLASHLIGHT	\$ 144.44
001.1010.5132.00C First Interstate Bank	BOOTS FOR PATROL	\$ 140.00
001.1010.5132.00C First Interstate Bank	OFFICER CLOTHING	\$ 66.00
001.1010.5132.00C First Interstate Bank	OFFICER CLOTHING	\$ 47.60
001.1010.5132.00C First Interstate Bank	OFFICER CLOTHING W/T	\$ 100.80
001.1010.5132.00C First Interstate Bank	CLIPS FOR UNIFORM	\$ 31.09
001.1010.5132.00C First Interstate Bank	TACO FOR UNIFORM	\$ 64.26
001.1010.5230.00C First Interstate Bank	PREPAYMENT FOR COMMERCIAL	\$ 2,889.00
001.1010.5230.00C First Interstate Bank	INTEL REQUESTS	\$ 75.00
001.1010.5280.00C First Interstate Bank	DIGITAL CREATOR MONTHLY SUBSCRIPTION	\$ 14.99
001.1010.5280.00C First Interstate Bank	NOTARY FOR J. ALLEN	\$ 30.00
001.1010.5280.00C First Interstate Bank	DEPARTMENT SUBSCRIPTION	\$ 875.00
001.1010.5360.00C First Interstate Bank	POSTAGE	\$ 5.08
001.1010.5360.00C First Interstate Bank	POSTAGE	\$ 19.99
001.1010.5360.00C First Interstate Bank	POSTAGE	\$ 33.33
001.1010.5360.00C First Interstate Bank	POSTAGE	\$ 50.00
001.1010.5460.00C First Interstate Bank	REGISTRATION FOR TRAINING	\$ 395.00
001.1010.5460.00C First Interstate Bank	REGISTRATION FOR TRAINING	\$ 795.00
001.1010.5460.00C First Interstate Bank	REGISTRATION FOR TRAINING	\$ 150.00
001.1010.5460.00C First Interstate Bank	REGISTRATION FOR TRAINING	\$ 100.00
001.1010.5460.00C First Interstate Bank	REGISTRATION FOR TRAINING REFUND	\$ (100.00)
001.1010.5464.00C First Interstate Bank	MEAL DURING TRAINING	\$ 8.58
001.1010.5464.00C First Interstate Bank	MEAL DURING TRAINING	\$ 8.06
001.1010.5464.00C First Interstate Bank	MEAL DURING TRAINING	\$ 10.00
001.1010.5464.00C First Interstate Bank	MEAL DURING TRAINING	\$ 10.00
001.1010.5464.00C First Interstate Bank	MEAL DURING TRAINING	\$ 7.87
001.1010.5464.00C First Interstate Bank	MEAL DURING TRAINING	\$ 8.68
001.1010.5464.00C First Interstate Bank	MEAL DURING TRAINING	\$ 10.00
001.1010.5465.00C First Interstate Bank	LODGING DURING TRAINING	\$ 243.22
001.1010.5465.00C First Interstate Bank	LODGING DURING TRAINING	\$ 243.22
001.1010.5570.00C First Interstate Bank	FUEL DURING TRAINING	\$ 27.92
001.1010.5570.00C First Interstate Bank	FUEL DURING TRAINING	\$ 50.28
001.1010.5600.00C First Interstate Bank	Amazon - vehicle wash n wax	\$ 161.85
001.1010.5600.00C First Interstate Bank	DOG CATCHING POLES	\$ 366.75
001.1010.5600.00C First Interstate Bank	JANITOR SUPPLIES	\$ 268.67
001.1010.5600.00C First Interstate Bank	SUPPLY REFUND	\$ (69.00)
001.1010.5600.00C First Interstate Bank	GRILL SUPPLIES	\$ 10.49
001.1010.5600.00C First Interstate Bank	PHONE CASE	\$ 19.88
001.1010.5601.00C First Interstate Bank	PROMOTIONAL SUNGLASSES	\$ 611.09
001.1010.5605.00C First Interstate Bank	OFFICE SUPPLIES	\$ 93.40
001.1050.5132.00C First Interstate Bank	5.11 INC- Fire employee clothing	\$ 132.89
001.1050.5280.00C First Interstate Bank	Blaze Stack - Fire investigation software	\$ 439.38
001.1050.5280.00C First Interstate Bank	Int'l Assoc Arson Investigators- membership	\$ 103.00
001.1050.5450.00C First Interstate Bank	Firstnet/ AT&T - Fire dept cell services	\$ 573.11
001.1050.5460.00C First Interstate Bank	Int'l Assoc Arson Investigators cert test	\$ 90.00
001.1050.5570.00C First Interstate Bank	vendor reward	\$ (0.64)
001.1050.5570.00C First Interstate Bank	Caseys small engine gasoline	\$ 64.00
001.1050.5600.00C First Interstate Bank	Amazon -HDMI/ adhesive clips	\$ 48.84
001.1050.5600.00C First Interstate Bank	Amazon - pressure gauges	\$ 37.91
001.1050.5600.00C First Interstate Bank	Amazon - wash n wax	\$ (97.11)
001.1050.5600.00C First Interstate Bank	Storey Kenworthy - Fire dept toiletries	\$ 134.86
001.1050.5600.00C First Interstate Bank	Staples - Fire dept detergent	\$ 59.46
001.1072.5151.00C First Interstate Bank	Clearing house drug and alcohol screenings	\$ 3.12
001.1075.5360.00C First Interstate Bank	Nuisance postage	\$ 150.00
001.1075.5612.00C First Interstate Bank	Code Enforcement & GIS iPad	\$ 499.99
001.1075.5612.00C First Interstate Bank	Nuisance Mobile unit protective case/keyboard	\$ 102.90
001.1099.5410.00C First Interstate Bank	Amazon memorial shrine repairs	\$ 21.83
001.1099.5611.00C First Interstate Bank	Action/Northshore- Sally port door remotes	\$ 108.62
001.2040.5151.00C First Interstate Bank	Clearing house drug and alcohol screenings	\$ 6.24
001.4010.5210.00C First Interstate Bank	advertising for library program	\$ 10.00
001.4010.5342.00C First Interstate Bank	shredding services	\$ 51.52
001.4010.5342.00C First Interstate Bank	shredding services	\$ 55.13
001.4010.5410.00C First Interstate Bank	upholstery fabric for chairs	\$ 978.50
001.4010.5450.00C First Interstate Bank	AT&T charges- Library	\$ 33.52
001.4010.5450.00C First Interstate Bank	internet	\$ 135.14

001.4010.5600.00C First Interstate Bank	power cords for information desk	\$	55.67
001.4010.5600.00C First Interstate Bank	laptop case, cable ties, desolving solution	\$	83.19
001.4010.5600.00C First Interstate Bank	Plates, tissues, first aid supplies	\$	39.43
001.4010.5600.00C First Interstate Bank	paper products, grass seed	\$	113.33
001.4010.5600.00C First Interstate Bank	batteries	\$	35.84
001.4010.5600.00C First Interstate Bank	garbage bags for solar trash compactor	\$	68.61
001.4010.5601.00C First Interstate Bank	program supplies - markers	\$	39.99
001.4010.5601.00C First Interstate Bank	program supplies - markers	\$	39.63
001.4010.5601.00C First Interstate Bank	program supplies - character cutouts	\$	87.75
001.4010.5601.00C First Interstate Bank	program supplies - bottled water	\$	15.96
001.4010.5605.00C First Interstate Bank	batteries	\$	23.24
001.4010.5605.00C First Interstate Bank	office supplies - bottled water	\$	35.40
001.4010.5605.00C First Interstate Bank	ink for postage machine	\$	91.29
001.4010.5605.00C First Interstate Bank	organizer, pens, compressed air, correction fluid	\$	86.43
001.4010.5612.00C First Interstate Bank	HDMI cables	\$	5.44
001.4010.5731.00C First Interstate Bank	Zoom subscription	\$	149.90
001.4010.5732.00C First Interstate Bank	adult nonfiction books	\$	49.32
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	6.49
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	12.43
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	17.25
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	85.21
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	6.32
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	17.21
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	57.10
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	7.69
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	21.05
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	7.71
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	113.86
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	13.59
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	62.87
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	18.56
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	12.44
001.4010.5732.00C First Interstate Bank	juvenile books	\$	76.75
001.4010.5732.00C First Interstate Bank	juvenile books	\$	14.59
001.4010.5732.00C First Interstate Bank	juvenile books	\$	23.88
001.4010.5732.00C First Interstate Bank	juvenile books	\$	137.58
001.4010.5732.00C First Interstate Bank	juvenile books	\$	15.14
001.4010.5732.00C First Interstate Bank	DVDs	\$	8.52
001.4010.5732.00C First Interstate Bank	juvenile books refund	\$	(9.99)
001.4010.5732.00C First Interstate Bank	adult fiction books	\$	426.00
001.4010.5732.00C First Interstate Bank	juvenile books	\$	32.80
001.4010.5732.00C First Interstate Bank	juvenile books	\$	47.85
001.4010.5732.00C First Interstate Bank	juvenile books	\$	32.57
001.4010.5732.00C First Interstate Bank	juvenile books	\$	89.25
001.4010.5732.00C First Interstate Bank	juvenile books	\$	29.10
001.4010.5734.00C First Interstate Bank	lost and replaced books	\$	15.15
001.4010.5734.00C First Interstate Bank	lost & replaced book	\$	15.98
001.4010.5734.00C First Interstate Bank	lost and replaced books refund	\$	(15.15)
001.4010.5734.00C First Interstate Bank	lost and replaced books refund	\$	(12.43)
001.4030.5339.00C First Interstate Bank	Clearing house drug and alcohol screenings	\$	10.42
001.4030.5410.00C First Interstate Bank	Pool paint	\$	72.00
001.4030.5410.00C First Interstate Bank	Kiwanis Park urinal repair kit	\$	54.44
001.4030.5410.00C First Interstate Bank	Amazon Kiwanis Park egress lights	\$	36.00
001.4030.5410.00C First Interstate Bank	Amazon Kiwanis Bldg emergency EXIT signs	\$	36.45
001.4030.5410.00C First Interstate Bank	Phoenix Powder Coating for hand dryers at Park	\$	62.10
001.4030.5600.00C First Interstate Bank	Amazon sheet protectors	\$	23.74
001.4030.5609.00C First Interstate Bank	United Seed for Parks	\$	687.50
001.4030.5718.00C First Interstate Bank	Theisens snow fence, wire, jig saw & blade	\$	295.99
001.4040.5600.00C First Interstate Bank	Amazon - door bell, party cups	\$	13.99
001.4041.5280.00C First Interstate Bank	MPLC- 6/6/24-6/5/25 license	\$	142.64
001.4041.5280.00C First Interstate Bank	JoinHomeBase- aquatic staff scheduling	\$	616.32
001.4041.5600.00C First Interstate Bank	Safe T Bands	\$	360.00
001.4041.5600.00C First Interstate Bank	Amazon CPR Masks	\$	33.95
001.4041.5600.00C First Interstate Bank	Amazon 11x17 paper Recreation dept	\$	407.20
001.4045.5600.00C First Interstate Bank	Lifeguard -whistles, swim suits, life jackets	\$	2,915.75
001.4045.5600.00C First Interstate Bank	Wrist Bands for Aquatic center	\$	125.00
001.4065.5611.00C First Interstate Bank	Coliseum flags	\$	74.08
001.4066.5613.00C First Interstate Bank	Amazon - door bell, party cups	\$	60.96
001.4066.5613.00C First Interstate Bank	HyVee concession resale	\$	48.10

001.5040.5210.00C First Interstate Bank	Times Republican notices	\$ 23.00
001.6020.5210.00C First Interstate Bank	Times Republican notices	\$ 751.32
001.6020.5280.00C First Interstate Bank	IMFOA dues	\$ 50.00
001.6021.5360.00C First Interstate Bank	USPS postage	\$ 340.00
001.6025.5360.00C First Interstate Bank	USPS postage HR	\$ 68.00
001.6050.5410.00C First Interstate Bank	Advanced Security panic buttons	\$ 29.48
001.6050.5600.00C First Interstate Bank	Amazon rubber gloves	\$ (28.01)
001.6050.5600.00C First Interstate Bank	Amazon rubber gloves	\$ 25.50
001.6050.5600.00C First Interstate Bank	Staples - toilet paper for bldgs	\$ 47.09
001.6051.5410.00C First Interstate Bank	Advanced Security panic buttons	\$ 29.49
001.6051.5600.00C First Interstate Bank	Amazon rubber gloves	\$ (28.00)
001.6051.5600.00C First Interstate Bank	Amazon rubber gloves	\$ 25.49
001.6051.5600.00C First Interstate Bank	Staples - toilet paper for bldgs	\$ 47.09
110.2010.5132.00C First Interstate Bank	Amazon safety tee shirts	\$ 89.94
110.2010.5339.00C First Interstate Bank	Clearing house drug and alcohol screenings	\$ 10.42
110.2010.5450.00C First Interstate Bank	Sign Shop iPad Street dept	\$ 41.27
110.2010.5450.00C First Interstate Bank	Mechanic iPad Street dept	\$ 41.27
110.2010.5450.00C First Interstate Bank	Verizon -Street & Sewer cell phones	\$ 51.79
110.2010.5600.00C First Interstate Bank	Amazon rubber gloves	\$ (6.99)
110.2010.5600.00C First Interstate Bank	Amazon rubber gloves	\$ 6.38
110.2010.5600.00C First Interstate Bank	Staples - toilet paper for bldgs	\$ 47.09
110.2010.5600.00C First Interstate Bank	Amazon Street semi tractor steel step	\$ 43.33
110.2010.5600.00C First Interstate Bank	Amazon Street semi tractor chain/ binder set	\$ 524.69
110.2010.5718.00C First Interstate Bank	Harbor Freight 3 ton off road jack, wrench set	\$ 319.99
110.2010.5718.00C First Interstate Bank	Harbor Freight 3 ton off road jack, wrench set	\$ 378.89
110.2010.5718.00C First Interstate Bank	Amazon battery charger for Paint truck 15	\$ 137.53
110.2030.5151.00C First Interstate Bank	Clearing house drug and alcohol screenings	\$ 1.05
110.2030.5410.00C First Interstate Bank	Amazon cable crimp ends Banner repairs	\$ 8.99
110.2040.5450.00C First Interstate Bank	Electrical inspection - Deemer	\$ 61.94
110.2060.5450.00C First Interstate Bank	JetPak shared	\$ 41.27
110.2060.5450.00C First Interstate Bank	Heather work phone	\$ 44.94
110.2060.5450.00C First Interstate Bank	GPS device Engineering	\$ 41.27
110.2060.5450.00C First Interstate Bank	Bateman work phone	\$ 44.94
110.2060.5703.00C First Interstate Bank	Code Enforcement & GIS iPad	\$ 140.00
140.4030.5450.00C First Interstate Bank	Mediacom campground internet	\$ 149.95
140.4030.5611.00C First Interstate Bank	Northern Safety toilet roll dispensers	\$ 196.32
140.4030.5718.00C First Interstate Bank	B&H PA System	\$ 1,499.25
142.4030.5611.00C First Interstate Bank	On Deck Sports - convertible Tee stands	\$ 346.99
142.4030.5611.00C First Interstate Bank	Best Cob - Diamond Dry 40lb bags	\$ 625.00
153.1010.5321.00C First Interstate Bank	K9 SUPPLIES	\$ 36.35
153.1010.5600.00C First Interstate Bank	DONATED HOSPITALITY	\$ 80.74
153.1010.5600.00C First Interstate Bank	DONATED HOSPITALITY	\$ 46.01
153.1010.5600.00C First Interstate Bank	DONATED HOSPITALITY	\$ 11.11
153.1010.5600.00C First Interstate Bank	DONATED HOSPITALITY	\$ 7.48
170.4010.5450.00C First Interstate Bank	Hotspots for library	\$ 400.10
170.4010.5601.00C First Interstate Bank	program supplies - B.O.B. pizza	\$ 304.19
170.4010.5601.00C First Interstate Bank	bank vendor savings account	\$ (12.17)
170.4010.5601.00C First Interstate Bank	program supplies - B.O.B. pizza	\$ 76.19
170.4010.5601.00C First Interstate Bank	bank vendor savings account	\$ (3.05)
170.4010.5734.00C First Interstate Bank	memorial/honor book	\$ 11.29
170.4010.5734.00C First Interstate Bank	memorial/honor book	\$ 17.69
181.3040.5462.00C First Interstate Bank	Parking	\$ 120.00
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 30.46
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 30.46
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 17.61
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 17.61
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 43.85
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 45.81
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 36.73
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 38.04
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 26.49
181.3040.5464.00C First Interstate Bank	meal at Lead Conference	\$ 39.57
181.3040.5464.00C First Interstate Bank	travel gas to conference	\$ 38.50
181.3040.5465.00C First Interstate Bank	Lead- hotel for conference	\$ 675.04
181.3040.5465.00C First Interstate Bank	Lead- hotel for conference	\$ 684.68
184.5030.5360.00C First Interstate Bank	online postage fee	\$ 9.95
184.5030.5360.00C First Interstate Bank	Section 8 postage	\$ 150.00
312.2080.5776.00C First Interstate Bank	Home Rental skid loader rake for Airport	\$ 200.00
363.4030.5718.00C First Interstate Bank	Theisens snow fence, wire, jig saw & blade	\$ 422.93

610.8015.5132.00C First Interstate Bank	Browns Shoes WPCP employee boots	\$	216.00
610.8015.5132.00C First Interstate Bank	Theisens - WPCP employee clothing	\$	154.97
610.8015.5280.00C First Interstate Bank	WPY Iowa Water Environment 4/24-4/25 membership	\$	60.00
610.8015.5280.00C First Interstate Bank	WPY Iowa Water Environment- McGahuey membership	\$	20.00
610.8015.5280.00C First Interstate Bank	Water Environment Fed- membership 5/1/24-4/30/25	\$	160.00
610.8015.5339.00C First Interstate Bank	Clearing house drug and alcohol screenings	\$	10.42
610.8015.5344.00C First Interstate Bank	Monthly Liftmaster subscription	\$	39.50
610.8015.5360.00C First Interstate Bank	USPS mailing and roll of stamps	\$	68.71
610.8015.5360.00C First Interstate Bank	USPS- postage for asbestos tests	\$	1.39
610.8015.5360.00C First Interstate Bank	USPS WPCP shipping	\$	13.35
610.8015.5450.00C First Interstate Bank	Mediacom - WPCP May online services	\$	75.00
610.8015.5450.00C First Interstate Bank	operator line WPCP	\$	44.94
610.8015.5450.00C First Interstate Bank	WPCP Lance Greazel	\$	59.94
610.8015.5484.00C First Interstate Bank	Home Rental - propane	\$	44.86
610.8015.5565.00C First Interstate Bank	NAPA freon, filters, oil	\$	118.05
610.8015.5565.00C First Interstate Bank	OReilly Auto vehicle cleaning products	\$	74.75
610.8015.5600.00C First Interstate Bank	IA and US Flag	\$	140.52
610.8015.5600.00C First Interstate Bank	Amazon - City Hall flags	\$	111.12
610.8015.5600.00C First Interstate Bank	Home Rental grass seed	\$	125.00
610.8015.5600.00C First Interstate Bank	Menards Tide and Windex	\$	79.95
610.8015.5600.00C First Interstate Bank	Menards WPCP bathroom remodel supplies	\$	85.84
610.8015.5600.00C First Interstate Bank	Menards WPCP plumbing supplies	\$	44.46
610.8015.5600.00C First Interstate Bank	Menards-joint compound, ahesive remover, tiles	\$	129.75
610.8015.5600.00C First Interstate Bank	Menards WPCP damper, washers, diffusers	\$	211.30
610.8015.5600.00C First Interstate Bank	Amazon - asbestos test kits	\$	34.95
610.8015.5600.00C First Interstate Bank	Interstate Batteries - backups	\$	156.80
610.8015.5600.00C First Interstate Bank	Grainger repair kit for DAF solenoid valve	\$	101.22
610.8015.5600.00C First Interstate Bank	Amazon battery backup/ surge protector	\$	216.15
610.8015.5600.00C First Interstate Bank	Amazon battery back up	\$	158.15
610.8015.5600.00C First Interstate Bank	Sherwin Williams paint for bathroom remodel	\$	199.06
610.8015.5600.00C First Interstate Bank	Menards supplies for bathroom remodel	\$	124.28
610.8015.5600.00C First Interstate Bank	Menards supplies for bathroom remodel	\$	(124.28)
610.8015.5600.00C First Interstate Bank	Menards alternate supplies for bathroom remodel	\$	137.65
610.8015.5600.00C First Interstate Bank	Menards WPCP shop supplies	\$	18.64
610.8015.5600.00C First Interstate Bank	Menards bathroom remodel supplies	\$	172.53
610.8015.5603.00C First Interstate Bank	ERA Qtrly lab analisis-solids, nutrients, demand	\$	431.87
610.8015.5603.00C First Interstate Bank	NCL - lab supplies conductivity standard	\$	29.70
610.8015.5603.00C First Interstate Bank	Menards WPCP cleaning supplies	\$	104.22
610.8015.5605.00C First Interstate Bank	Amazon Binders and pens	\$	26.41
610.8016.5210.00C First Interstate Bank	GIS jobs - GIS & Asset records coordinator	\$	57.00
610.8016.5339.00C First Interstate Bank	Clearing house drug and alcohol screenings	\$	6.24
610.8016.5450.00C First Interstate Bank	JetPak iPad laptop for Sewer	\$	24.76
610.8016.5450.00C First Interstate Bank	GPS device Sewer dept	\$	24.76
610.8016.5450.00C First Interstate Bank	Verizon -Street & Sewer cell phones	\$	24.97
610.8016.5703.00C First Interstate Bank	Code Enforcement & GIS iPad	\$	214.99
610.8016.5776.00C First Interstate Bank	AED superstore for Sewer dept	\$	1,133.40
690.8050.5339.00C First Interstate Bank	Clearing house drug and alcohol screenings	\$	10.42
690.8050.5342.00C First Interstate Bank	Rosco GPS month ending March two contracts	\$	130.06
690.8050.5342.00C First Interstate Bank	Rosco GPS month ending March two contracts	\$	252.00
690.8050.5565.00C First Interstate Bank	Theisens primary wiring	\$	124.95
690.8050.5565.00C First Interstate Bank	RacorStore Bus 191 air dryer service kit 191	\$	385.03
690.8050.5600.00C First Interstate Bank	Amazon rubber gloves	\$	(6.99)
690.8050.5600.00C First Interstate Bank	Amazon rubber gloves	\$	6.37
740.8065.5210.00C First Interstate Bank	GIS jobs - GIS & Asset records coordinator	\$	38.00
740.8065.5339.00C First Interstate Bank	Clearing house drug and alcohol screenings	\$	4.17
740.8065.5344.00C First Interstate Bank	Monthly Liftmaster subscription	\$	39.50
740.8065.5450.00C First Interstate Bank	GPS device Sewer dept	\$	16.51
740.8065.5450.00C First Interstate Bank	JetPak iPad & laptop for Sewer	\$	16.51
740.8065.5450.00C First Interstate Bank	Verizon -Street & Sewer cell phones	\$	16.65
740.8065.5703.00C First Interstate Bank	Code Enforcement & GIS iPad	\$	145.00
740.8065.5776.00C First Interstate Bank	AED superstore for Sewer dept	\$	755.60
999.1164.000 First Interstate Bank	MEAL DURING TRAINING	\$	3.63
999.1164.000 First Interstate Bank	MEAL DURING TRAINING	\$	11.92
999.1164.000 First Interstate Bank	MEAL DURING TRAINING	\$	2.02
999.1164.000 First Interstate Bank	MEAL DURING TRAINING	\$	8.85
999.1165.000 Friends of the Library	Reimburse the Friends for FY24 deposits	\$	3,894.35
001.1010.5132.00C GALLS LLC	PD employee rebar multi tool	\$	59.46
001.1010.5132.00C GALLS LLC	PD employee clothing	\$	62.90
690.8050.5565.00C GILLIG LLC	Bus 101 90 degree elbows	\$	109.44

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001.6021.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 65.14
001.6021.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 54.13
001.6021.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 102.62
001.6021.5450.00C Granite Telecommunications LLC	SIP Phone charges	\$ 161.85
001.6025.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 18.04
001.6025.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 16.26
001.6025.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 13.52
001.6025.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 25.65
001.6025.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 40.49
110.2010.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 18.04
110.2010.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 16.26
110.2010.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 13.52
110.2010.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 25.65
110.2010.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 40.49
110.2040.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 18.04
110.2040.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 16.26
110.2040.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 13.52
110.2040.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 25.65
110.2040.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 40.49
110.2060.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 18.04
110.2060.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 16.26
110.2060.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 13.52
110.2060.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 25.65
110.2060.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 40.49
181.3040.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 18.04
181.3040.5450.00C Granite Telecommunications LLC	SIP phone charge	\$ 16.26
181.3040.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 13.52
181.3040.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 25.65
181.3040.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 40.49
184.5030.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 36.08
184.5030.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 32.53
184.5030.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 27.05
184.5030.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 51.30
184.5030.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 80.97
610.8015.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 54.13
610.8015.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 48.79
610.8015.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 40.57
610.8015.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 76.95
610.8015.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 121.46
610.8016.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 21.65
610.8016.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 19.52
610.8016.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 16.23
610.8016.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 30.78
610.8016.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 48.58
690.8050.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 18.04
690.8050.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 16.26
690.8050.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 13.52
690.8050.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 25.65
690.8050.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 40.49
740.8065.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 14.43
740.8065.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 13.01
740.8065.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 10.82
740.8065.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 20.52
740.8065.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 32.39
750.8070.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 18.04
750.8070.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 16.26
750.8070.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 13.52
750.8070.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 25.65
750.8070.5450.00C Granite Telecommunications LLC	SIP phone charges	\$ 40.49
142.4030.5342.00C HANKE, RICKIE L	Service 6th St walk in cooler	\$ 125.50
110.2010.5360.00C HAWKEYE TRUCK EQUIPMENT INC	Freight	\$ 28.90
884.7010.5230.00C Health Partners	Monthly fees and premiums	\$ 12,580.16
884.7010.5337.00C Health Partners	Monthly fees and premiums	\$ 28,341.75
884.7010.5339.00C Health Partners	Claims 5/16-5/22	\$ 61,553.61
884.7010.5339.00C Health Partners	Claims 05/16-05/22	\$ 3,001.89
884.7010.5339.00C Health Partners	Claims 5/23-5/29	\$ 46,562.95
884.7010.5339.00C Health Partners	Claims 5/23-5/29	\$ 3,355.85
884.7010.5339.00C Health Partners	Claims 05/30-06/05	\$ 20,151.55
884.7010.5339.00C Health Partners	Claims 05/30-06/05	\$ 5,936.00

610.8015.5450.00C HEART OF IOWA COMMUNICATIONS CO-OP	June 2024 Direct connect internet PW/WPCP	\$ 439.35
610.8016.5450.00C HEART OF IOWA COMMUNICATIONS CO-OP	June 2024 Direct connect internet PW/WPCP	\$ 263.61
740.8065.5450.00C HEART OF IOWA COMMUNICATIONS CO-OP	June 2024 Direct connect internet PW/WPCP	\$ 175.74
610.8015.5600.00C HOTSYS CLEANING SYSTEMS INC	Prelim hose reel and drum	\$ 1,939.02
184.5030.5238.00C Housing Authority of the City of Orlando, FL	Tenant ported to Orlando FL	\$ 49.29
184.5030.5242.00C Housing Authority of the City of Orlando, FL	Tenant ported to Orlando FL	\$ 1,932.00
001.4010.5600.00C Hudnutt, Tonya	Library petty cash June 2024	\$ 1.44
001.4010.5731.00C Hudnutt, Tonya	Library petty cash June 2024	\$ 1.00
001.6021.5360.00C Hudnutt, Tonya	clerk postage 12/11/23	\$ 0.48
184.5030.5360.00C Hudnutt, Tonya	Rent Assitance Postage Due	\$ 0.86
184.5030.5360.00C Hudnutt, Tonya	rent assistance 7/31/23	\$ 0.48
184.5030.5360.00C Hudnutt, Tonya	rent assistance 4/29/24 postage	\$ 1.91
760.8080.5608.00C HYVEE ACCOUNTS RECEIVABLE	Aquatic Center resale products	\$ 528.06
001.4066.5290.00C ICAP	Coliseum liquor liability insurance 6/1/24-5/31/2	\$ 1,200.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$ 883.65
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 4,117.23
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	\$ 121.64
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
001.1010.5344.00C IDEMIA	Identity & Security livescan 6/6/24-6/15/25	\$ 3,051.00
001.1010.5460.00C ILEA	Bike patrol instructor school	\$ 300.00
133.2900.5342.00C Impact 7G Inc	Brownfields Assistance Contract May	\$ 3,691.17
181.3040.5342.00C Impact 7G Inc	Lead Hazard Reduction Program 2023 May 2024	\$ 13,361.58
181.3040.5415.00C Impact 7G Inc	Lead Hazard Reduction Program 2023 May 2024	\$ 3,570.00
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 26,318.90
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 14,488.46
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 31,511.96
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 5,858.18
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 9,999.08
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,453.90
001.1050.5565.00C Interstate Batteries of Upper Iowa	Street and Fire dept batteries	\$ 313.90
110.2010.5565.00C Interstate Batteries of Upper Iowa	Street and Fire dept batteries	\$ 314.90
610.8015.5810.00C Iowa Finance Authority	SRF Principal payment	\$ 540,000.00
610.8015.5820.00C Iowa Finance Authority	SRF service fee payment 12/1-5/31	\$ 8,525.76
610.8015.5820.00C Iowa Finance Authority	SRF interest payment 12/1-5/31	\$ 59,680.32
610.8016.5810.00C Iowa Finance Authority	SRF Principal payment	\$ 176,000.00
610.8016.5820.00C Iowa Finance Authority	SRF service fee payment for 12/01-05/31	\$ 4,120.00
610.8016.5820.00C Iowa Finance Authority	SRF interest payment for 12/01-05/31	\$ 14,172.80
001.4010.5344.00C Iowa Hometown Security INC	Library annual fire alarm testing	\$ 260.00
001.1050.5342.00C Iowa Inspections	May commercial business inspections	\$ 3,400.00
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 7,942.81
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,121.54
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 232.67
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 34,682.56
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 232.67
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 7,705.22
999.1106.000 IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	IPERS rounding for 6.20.2024	\$ 0.09
181.3040.5433.00C Jackson, Jennifer	Lead Hazard Reduction Program	\$ 500.00
610.8015.5980.00C Kolbe, Sara	Sewer refund 2024 filled swimming pool	\$ 29.67
001.4010.5386.00C LENZ, DUANE	Library contract mowings	\$ 495.00
001.4010.5386.00C LENZ, DUANE	Library mowings 5/25, 6/1/24	\$ 330.00
001.4010.5600.00C LIBRARY STORE INC, THE	Library - laminate	\$ 2,318.64
999.1166.000 LISKOWIAK, MICHAEL	parking ticket overpayment	\$ 30.00
110.2010.5132.00C Logoed Apparel & Promotions	Street dept Hi Visibility shirts	\$ 1,278.00
001.6040.5234.00C Lynch Dallas PC	General Matters	\$ 1,567.50
001.6040.5234.00C Lynch Dallas PC	Real Estate	\$ 606.00
001.6040.5234.00C Lynch Dallas PC	Labor/ Employment	\$ 16.50
001.6040.5234.00C Lynch Dallas PC	Zoning	\$ 1,273.00
355.1075.5230.00C Lynch Dallas PC	Nuisance Enforcement Service fees	\$ 350.68
355.1075.5230.00C Lynch Dallas PC	Nuisance Enforcement Professional services	\$ 826.50
610.8015.5980.00C Mann, Heidi	Watering new seeded lawn	\$ 23.78
001.5040.5347.00C Marshall County IT Dept	Annual subscription to GIS data	\$ 1,250.00
110.2060.5347.00C Marshall County IT Dept	Annual subscription to GIS data	\$ 1,250.00
610.8016.5347.00C Marshall County IT Dept	Annual subscription to GIS data	\$ 1,500.00

740.8065.5347.00C Marshall County IT Dept	Annual subscription to GIS data	\$ 1,000.00
001.6020.5250.00C MARSHALL COUNTY RECORDER	quit claim deeds	\$ 59.00
001.2080.5342.00C MARSHALLTOWN AVIATION INC	Airport Monthly Services Marshalltown Aviation	\$ 2,333.00
001.2080.5344.00C MARSHALLTOWN AVIATION INC	Airport Monthly Services Marshalltown Aviation	\$ 2,083.00
001.2080.5450.00C MARSHALLTOWN AVIATION INC	Airport Monthly Services Marshalltown Aviation	\$ 30.05
001.2080.5481.00C MARSHALLTOWN AVIATION INC	Airport Monthly Services Marshalltown Aviation	\$ 62.50
001.5900.5331.00C MARSHALLTOWN CHAMBER OF COMMERCE	Convention & Tourism portion of hotel tax Jan-Mar	\$ 58,772.21
121.6011.5331.00C MARSHALLTOWN MAIN ST PARTNERSHIP INC	Fireworks for July 4th	\$ 5,000.00
001.4020.5331.00C MARSHALLTOWN MUNICIPAL BAND INC	Jan-June 2024 Band Property Taxes Collected	\$ 4,222.92
610.8015.5483.00C Marshalltown Water Works	May 2024 plant water usage	\$ 813.41
110.2010.5620.00C MARTIN MARIETTA MATERIALS	Street dept asphalt emulsion	\$ 359.55
001.1010.4879.00C MENARDS	rebate 63432 68709	\$ (3.30)
001.1010.5600.00C MENARDS	PD towels and canvas drop cloth	\$ 39.65
001.1099.5410.00C MENARDS	Fire dept steam shower coupling	\$ 9.74
001.4030.5410.00C MENARDS	Riverview Park shower house exhaust fan motor	\$ 61.98
001.4030.5410.00C MENARDS	Log Cabin bat control receptacles	\$ 128.99
001.4030.5410.00C MENARDS	Log Cabin receptacle materials	\$ 4.37
001.4030.5611.00C MENARDS	concrete mix	\$ 47.88
001.4030.5611.00C MENARDS	Parks concrete forms	\$ 31.25
001.4030.5776.00C MENARDS	PWB cameras material, Walk-in door threshold	\$ 2.23
001.4045.5410.00C MENARDS	GFI receptacle and covers	\$ 22.37
001.4045.5607.00C MENARDS	Muriatic acid	\$ 89.90
001.4045.5607.00C MENARDS	Muriatic acid	\$ 107.88
001.4045.5607.00C MENARDS	Muriatic acid	\$ 179.80
001.4045.5611.00C MENARDS	Aquatic Center muriatic acid	\$ 192.80
001.4045.5611.00C MENARDS	3pk folding utility knives	\$ 7.35
001.4045.5611.00C MENARDS	Parks Flex seal	\$ 14.87
001.6050.5718.00C MENARDS	Utility dept conduit bender	\$ 41.98
001.6051.5600.00C MENARDS	City Hall refrigerator/ PWB door sweep	\$ 673.99
110.2010.5132.00C MENARDS	paint sticks and gloves	\$ 15.97
110.2010.5410.00C MENARDS	City Hall refrigerator/ PWB door sweep	\$ 18.34
110.2010.5410.00C MENARDS	PWB cameras material, Walk-in door threshold	\$ 14.14
110.2010.5600.00C MENARDS	11th Ave silt socks	\$ 80.88
110.2010.5600.00C MENARDS	11th Ave silt socks	\$ 26.96
110.2010.5600.00C MENARDS	11th St grass seed	\$ 49.99
110.2010.5600.00C MENARDS	Sign shop thread locker, legal pads	\$ 11.86
110.2010.5600.00C MENARDS	paint sticks and gloves	\$ 8.98
110.2010.5600.00C MENARDS	6' tie- downs	\$ 8.99
110.2010.5776.00C MENARDS	PWB cameras material, Walk-in door threshold	\$ 4.47
110.2030.5410.00C MENARDS	GFI receptacle and covers	\$ 14.98
140.4030.5611.00C MENARDS	West End park green treated lumber	\$ 110.10
142.4030.5611.00C MENARDS	2G tank sprayer for MSA	\$ 14.97
363.2010.5600.00C MENARDS	Concrete mix, expansion foam, gorilla tape, promix	\$ 46.41
363.2010.5600.00C MENARDS	Concrete pvc tile tape, shims, round grate	\$ 17.26
363.2010.5600.00C MENARDS	caulking	\$ 6.48
610.8016.5600.00C MENARDS	Sewer dept grass seed, nozzle, gloves	\$ 62.79
690.8050.5776.00C MENARDS	PWB cameras material, Walk-in door threshold	\$ 4.47
740.8065.5600.00C MENARDS	Sewer dept grass seed, nozzle, gloves	\$ 41.86
610.8015.5980.00C Mendoza, Brenda	Sewer refund 2024 filled swimming pool	\$ 25.42
001.4010.5732.00C MICROMARKETING LLC	audio books	\$ 45.00
001.4010.5732.00C MICROMARKETING LLC	audio books	\$ 39.99
610.8015.5603.00C MIDLAND SCIENTIFIC INC	Lab-A-1 medium broth MPN tubes	\$ 573.55
001.1099.5386.00C Milestone Outdoor Co	Police and Fire contract mowing	\$ 1,092.00
760.8080.5608.00C Mini Melts of America Inc	Aquatic Center resale products	\$ 1,563.15
760.8080.5718.00C Mini Melts of America Inc	Aquatic Center freezer baskets	\$ 415.00
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 34,057.20
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,779.68
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,694.16
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 33,116.47
610.8015.5980.00C Myers, Darrell	Sewer refund 2024 - filled swimming pool	\$ 25.49
001.4010.5731.00C New York Times	Subscription 6/6/24-6/4/25	\$ 2,100.80
740.8065.5387.00C NIKKEL & ASSOCIATES INC	Power analyzing/ monitoring	\$ 2,700.43
760.8080.5608.00C NORTHERN LIGHTS DISTRIBUTING	Aquatic center resale products	\$ 1,173.76
760.8080.5608.00C NORTHERN LIGHTS DISTRIBUTING	Aquatic center resale products	\$ 833.62
001.2080.5571.00C NUTRIEN AG SOLUTIONS INC	Airport Maintenance Equipment	\$ 471.28
690.8050.5565.00C NUTRIEN AG SOLUTIONS INC	Transit Delo anti- freeze	\$ 577.00
001.4010.5605.00C OFFICE EXPRESS	10 cases copy paper for Library	\$ 399.90
001.6900.5600.00C OFFICE EXPRESS	5 cases copy paper for City Hall	\$ 199.95
610.8015.5980.00C Ortiz, Guillermo	Sewer refund 2024 - filled swimming pool	\$ 52.15

001.1010.5132.00C Ortiz-Diaz, Adan	clothing reimbursement	\$ 168.50
001.4010.5732.00C OVERDRIVE,INC.	Audio books	\$ 1,477.45
001.4010.5732.00C OVERDRIVE,INC.	Ebooks	\$ 571.81
001.4010.5732.00C OVERDRIVE,INC.	Ebooks	\$ 2,320.89
001.4010.5732.00C OVERDRIVE,INC.	Ebooks	\$ 958.40
001.4010.5732.00C OVERDRIVE,INC.	audio book	\$ 1,437.94
001.4010.5732.00C OVERDRIVE,INC.	Ebooks and Audio books	\$ 75.00
001.4010.5732.00C OVERDRIVE,INC.	Ebooks and Audio books	\$ 69.99
001.4010.5732.00C OVERDRIVE,INC.	Ebooks	\$ 27.50
001.4010.5732.00C OVERDRIVE,INC.	Ebooks and Audio book	\$ 119.14
001.4010.5732.00C OVERDRIVE,INC.	Ebooks and Audio book	\$ 95.00
001.4010.5732.00C OVERDRIVE,INC.	audio book	\$ 270.13
001.4010.5736.00C OVERDRIVE,INC.	external service	\$ 11.96
Payroll Payroll	Payroll #13	\$ 363,450.29
610.8015.5980.00C Perez, Natalie	Sewer refund 2024 - filled swimming pool	\$ 33.92
999.1166.000 Pina, Sairah	parking ticket overpayment	\$ 25.00
001.4010.5732.00C Playaway Products LLC	Juvenile audio	\$ 267.95
001.4010.5732.00C Playaway Products LLC	Juvenile audio	\$ 849.15
001.1075.5261.00C Prairie Waste Solutions	Landfill Fees for 05/18 Clean-Up Day	\$ 871.60
001.4010.5342.00C Prairie Waste Solutions	Library	\$ 115.56
001.4030.5342.00C Prairie Waste Solutions	All Park Barrels	\$ 1,003.36
001.4030.5342.00C Prairie Waste Solutions	Parks roll offs	\$ 255.58
610.8015.5342.00C Prairie Waste Solutions	May 2024 grit/screening removal	\$ 332.42
001.4010.5344.00C PREMIER OFFICE EQUIPMENT	Library 2/25-5/24 coverage, shipping, admin	\$ 41.15
001.4010.5344.00C PREMIER OFFICE EQUIPMENT	Library contract and fees	\$ 150.30
001.4010.5344.00C PREMIER OFFICE EQUIPMENT	Library contract	\$ 290.06
132.5020.5342.00C RDG Planning & Design	Downtown Facade Improv thru 5/31/24	\$ 3,018.12
001.1050.5410.00C RELIANT FIRE APPARATUS inc	Fire Ladder 174 loose bolts repairs	\$ 719.50
001.4010.5450.00C ROSENBLUM, SARAH W	FY2024 cell phone reimbursement	\$ 480.00
001.1071.5342.00C Safe Building	Rental Inspection Services Agreement FY23/24 May24	\$ 6,370.00
760.8080.5608.00C SAMS CLUB/SYNCHRONY BANK	Aquatic Center resale products	\$ 1,407.44
001.4030.5342.00C SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.23
001.4030.5342.00C SCHENDEL PEST CONTROL INC	Community Bldg & Reunion Hall	\$ 47.72
001.4045.5342.00C SCHENDEL PEST CONTROL INC	Spring and summer aquatic center	\$ 34.80
001.4065.5342.00C SCHENDEL PEST CONTROL INC	Coliseum	\$ 50.52
001.6050.5342.00C SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.23
001.6051.5342.00C SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.90
001.4040.5980.00C Schneider, Alexis	Summer blast	\$ 105.00
001.4065.5410.00C SCHUMACHER ELEVATOR COMPANY	Coliseum quarterly elevator maintenance	\$ 477.42
001.6050.5344.00C SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$ 243.23
001.6051.5344.00C SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$ 245.70
110.2010.5718.00C SE Jones Industries Inc	Street dept - long ratchet	\$ 228.50
001.4010.5342.00C SERVICEMASTER OF M'TOWN INC	June Library janitorial services	\$ 1,934.00
110.2010.5600.00C SHERWIN WILLIAMS COMPANY	5 gallon strainer	\$ 43.71
001.1050.5600.00C Sho Biz Inc dba Minuteman	FD certificates	\$ 8.01
610.8015.5600.00C Sho Biz Inc dba Minuteman	WPCP time cards	\$ 64.50
690.8050.5605.00C Sho Biz Inc dba Minuteman	Bus Day passes, copy paper, time clock cards	\$ 134.19
001.4010.5600.00C SHOWCASES INC	DVD cases -600	\$ 1,244.16
001.4010.5600.00C SHOWCASES INC	CD album cases -46	\$ 449.60
001.1010.5132.00C Smith, Avygail	clothing reimbursement	\$ 173.12
001.4010.5343.00C Sports Spies	Baseball Spy author visit	\$ 250.00
610.8015.5603.00C State Hygienic Lab	Lab-whole effluent toxicity test	\$ 529.00
001.1010.5342.00C Stericycle Inc	PD shredding services	\$ 79.63
184.5030.5344.00C Stericycle Inc	Housing services	\$ 49.01
001.1050.5600.00C STOREY KENWORTHY	Fire dept glass cleaner, detergent, tissues	\$ 132.20
110.2010.5600.00C Strands	5 gal strainers with elastic tops	\$ 60.32
140.4030.5611.00C Strands	Kiwanis Park paint, supplies	\$ 351.39
610.8015.5980.00C Swaim, Greg	April-September 2023 lawn watering	\$ 85.59
110.2010.5132.00C THEISENS SUPPLY INC	Street dept employee clothing	\$ 53.73
110.2010.5132.00C THEISENS SUPPLY INC	Street dept gloves	\$ 14.99
110.2010.5718.00C THEISENS SUPPLY INC	Sidewind jack	\$ 80.99
110.2030.5132.00C THEISENS SUPPLY INC	Utility dept employee safety boots	\$ 134.99
610.8016.5600.00C THEISENS SUPPLY INC	60# mortar mix concrete	\$ 42.52
740.8065.5600.00C THEISENS SUPPLY INC	60# mortar mix concrete	\$ 28.34
001.4010.5736.00C Transparent Language Inc	Online libraries with KidSpeak 7/1/24-6/30/25	\$ 1,080.00
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 11,179.94
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,694.69
610.8015.5980.00C Troutner, Shawn	Sewer refund 2024 - filled swimming pool	\$ 39.82
001.4010.5215.00C TSYs	Library credit card transaction fees	\$ 119.20

001.6021.5215.00C TSYS	Finance credit card transaction fees	\$ 307.40
001.4045.5600.00C Tube Pro Inc	inflated tubes with handles	\$ 2,167.75
200.7010.5830.00C UMB Bank NA	GO 2015 Dec-May fee	\$ 250.00
200.7010.5830.00C UMB Bank NA	GO 2012A Dec-May fee	\$ 250.00
200.7010.5830.00C UMB Bank NA	GO 2016A Dec-May fee	\$ 102.00
200.7010.5830.00C UMB Bank NA	GO 2016A Dec-May fee Storm Water	\$ 148.00
200.7010.5830.00C UMB Bank NA	GO 2016B Dec-May fee	\$ 250.00
200.7010.5830.00C UMB Bank NA	GO 2017 Dec-May fee	\$ 250.00
200.7010.5830.00C UMB Bank NA	GO 2018 Dec-May fees	\$ 300.00
610.8016.5830.00C UMB Bank NA	Sewer Rev 2013 Dec-May fee	\$ 250.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 24.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 666.15
999.1112.000 UNITED WAY	UNITED WAY	\$ 666.15
999.1112.000 UNITED WAY	UNITED WAY	\$ 24.00
001.1072.5151.00C Unity Point- Occupational Medicine	random drug and alcohol screening	\$ 19.50
001.2030.5151.00C Unity Point- Occupational Medicine	random drug and alcohol screening	\$ 6.50
001.2040.5151.00C Unity Point- Occupational Medicine	random drug and alcohol screening	\$ 39.00
110.2010.5339.00C Unity Point- Occupational Medicine	random drug and alcohol screening	\$ 168.00
610.8016.5339.00C Unity Point- Occupational Medicine	random drug and alcohol screening	\$ 25.20
690.8050.5339.00C Unity Point- Occupational Medicine	random drug and alcohol screening	\$ 84.00
740.8065.5339.00C Unity Point- Occupational Medicine	random drug and alcohol screening	\$ 16.80
110.2010.5410.00C USS POLARIS	2008 Ranger- fuel pump assy, tank, services	\$ 404.25
110.2010.5565.00C USS POLARIS	2008 Ranger- fuel pump assy, tank, services	\$ 550.17
001.4030.5342.00C Vajrt, Roger	log splitter rental	\$ 100.00
001.4030.5565.00C VANWALL EQUIPMENT INC	invoice also paid with credit card	\$ (26.04)
001.4030.5565.00C VANWALL EQUIPMENT INC	Parks - wheel, chute, belt, yoke, arm	\$ 1,486.78
001.1050.5410.00C Volta Electric Co LLC	FD steam shower repair	\$ 130.00
001.1010.5464.00C Weekley, Sadie	Meals during training	\$ 30.00
001.4040.5358.00C Wickham, Michael	classes 6/13-7/22	\$ 620.00
001.4010.5344.00C WOODMAN CONTROLS CO	Tech support program billing	\$ 1,100.00
110.2010.5482.00C WoodRiver Energy LLC	905 E Main St	\$ 86.33
690.8050.5482.00C WoodRiver Energy LLC	905 E Main St	\$ 57.56
615.8015.5342.00C WRH Inc	WPC21001 Hdwks & Digester Impro 5/19/24-5/30/24	\$ 886,755.19
001.1099.5410.00C WW GRAINGER	FD steam shower pressure relief valve	\$ 80.76
001.1099.5410.00C WW GRAINGER	Police/ Fire bldg toilet repair	\$ 78.30
110.2040.5718.00C WW GRAINGER	Epoxy gun	\$ 257.71
001.4010.5344.00C Xerox Corp	Library youth copier 5/9-5/30 copies	\$ 17.28
001.4010.5718.00C Xerox Corp	Library copier Serial #YCQ-125691	\$ 1,562.00
610.8015.5344.00C Xerox Corp	May 2024 Xerox & copies	\$ 30.92
151.1010.5230.00C YSS Grants Billing	Advocate Salary	\$ (436.28)
151.1010.5230.00C YSS Grants Billing	Benefits	\$ (95.98)
151.1010.5230.00C YSS Grants Billing	Cell phone	\$ (90.00)
389.1010.5230.00C YSS Grants Billing	YSS MPACT Services May	\$ 13,220.50
610.8015.5980.00C Zamora, Raquel	Sewer refund 2024 - filled swimming pool	\$ 44.79
610.8015.5410.00C Ziegler Inc	C-27 Prelim, levels 2-4-5 service call	\$ 6,694.00
610.8016.5412.00C Ziegler Inc	Turner St lift, level 1-4-5 service call	\$ 4,454.00
TOTAL		\$ 3,400,608.88

BUILDING REPORT FOR THE MONTH OF MAY 2024

MARSHALLTOWN

I O W A

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR RES. BUILDING	COMMERCIAL IMPROVEMENT	FEE
BLDR-009752-2024	Niedermann Constrution	502 N 1st St	Residential Rebuild Acc Structure			\$20,160.00		\$327.00
BLDR-009778-2024	Victor Cisneros	105 Columbus Dr	Residential Addition		\$7,200.00			\$145.00
BLDR-009826-2024	Antonio Ocampos	920 S 2nd Ave	Residential Foundation Repairs		\$1,500.00			\$75.00
BLDR-009808-2024	Omar Bravo	1208 S 3rd St	Residential Acc Structure			\$7,000.00		\$131.00
BLDR-009824-2024	Javier Sanchez	1206 Rolling Meadows	Residential Addition		\$3,135.00			\$89.00
BLDR-009814-2024	Juan Lara	2306 Wakfield Dr	Residential Addition		\$7,200.00			\$145.00
BLDR-009833-2024	Mike Buegly	706 W Southridge Rd	Residential Acc Structure			\$4,900.00		\$103.00
BLDR-009825-2024	Braulio Gonzalez Tafolla	304 N 2nd St	Residential Addition		\$3,600.00			\$89.00
BLDR-009813-2024	Gary Thompson	107 E Lincoln St	Residential Community Garden			\$7,700.00		\$145.00
DEMO-009863-2024	Pedro Buenrostro	620 Union St	Residential Demo Acc Structure					\$50.00
BLDR-009854-2024	Patricia Meraz	1011 S 11th Ave	Residential Addition		\$3,600.00			\$89.00
BLDR-009857-2024	Aung Lwin	308 Woodbury St	Residential Acc Structure			\$26,250.00		\$403.00
BLDR-009749-2024	Joaquin Ortiz	910 S 6th Ave	Residential Addition		\$60,253.00			\$710.00
BLDR-009771-2024	John Lang	1206 S 9th Ave	Residential Addition		\$1,950.00			\$75.00
BLDR-009878-2024	Jon Rogers	506 Brentwood Pl	Residential Acc Structure		\$5,880.00			\$117.00
			TOTALS:	\$0.00	\$94,318.00	\$66,010.00	\$0.00	\$2,693.00
			TOTAL IMPROVEMENT AMOUNT:	\$160,328.00				
				Units	Permits	Permits	Permits	Demo Permits
<i>*Work started without a permit - fee is doubled</i>			# OF PERMITS:	0	0	9	5	0

TRADE PERMIT REPORT FOR THE MONTH OF MAY 2024

MARSHALLTOWN

— I O W A —

PERMIT NUMBER	LOCATION OF IMPROVEMENT	RESIDENTIAL/ COMMERCIAL	PERMIT TYPE (ELEC., PLUMB., MECH. OR SOLAR)	VALUATION	FEE	
MECH-009797-2024	102 Westwood Dr Unit 302	Residential	Mechanical		\$62.00	
PLMR-009779-2024	1701 Elder Dr	Residential	Plumbing		\$62.00	
PLMR-009780-2024	502 Highland Dr	Residential	Plumbing		\$62.00	
PLMC-009781-2024	701 N 3rd Ave Suite C	Commercial	Plumbing	\$1,250.00	\$55.00	
MECH-009800-2024	10 W Grant St	Residential	Mechanical		\$62.00	
ELER-009785-2024	1610 S 2nd St	Residential	Electric		\$85.00	
ELER-009786-2024	605 S 6th St	Residential	Electric		\$85.00	
ELER-009787-2024	1707 Laurel Dr	Residential	Electric		\$85.00	
ELER-009788-2024	509 N 15th Ave	Residential	Electric		\$62.00	
ELER-009796-2024	2017 Elmcrest Dr	Residential	Electric		\$85.00	
ELER-009795-2024	1517 Greenfield Dr	Residential	Electric		\$85.00	
ELER-009822-2024	312 E Ferner St	Residential	Electric		\$85.00	
ELER-009823-2024	1003 S 10th Ave	Residential	Electric		\$85.00	
ELER-009827-2024	710 W Church St	Residential	Electric		\$85.00	
ELER-009830-2024	3405 Merritt Rd	Residential	Electric		\$85.00	
ELER-009832-2024	2905 Cooper In	Residential	Solar		\$95.00	
ELER-009829-2024	1910 S 5th Ave	Residential	Electric		\$85.00	
ELER-009846-2024	515 S 14th St	Residential	Solar		\$95.00	
PLMR-009847-2024	701 Ratcliffe Dr	Residential	Plumbing		\$62.00	
ELER-009853-2024	701 May St	Residential	Electric		\$62.00	
PLMC-009842-2024	402 N 10th Ave	Commercial	Plumbing	\$460,825.00	\$2,350.00	
GASC-009843-2024	402 N 10th Ave	Commercial	Mechanical	\$356,743.00	\$1,830.00	
MECH-009844-2024	512 W South St	Residential	Mechanical		\$62.00	
ELER-0098602-2024	507 W May St	Residential	Electric		\$85.00	
PLMR-009869-2024	207 Plaza Heights Rd	Residential	Plumbing		\$62.00	
ELER-009861-2024	2102 S 3rd Ave	Residential	Electric		\$85.00	
ELEC-009870-2024	1 E Main St	Commercial	Electric	\$7,850.00	\$85.00	
ELER-009879-2024						
PLMR-009617-2024						
GASR-009880-2024	603 Thunderbird Dr	Residential	Electric/Plumbing/Mechanical		\$375.00	
ELER-009879-2024						
PLMR-009617-2024						
GASR-009880-2024	208 Meadow St	Residential	Electric/Plumbing/Mechanical		\$375.00	
ELER-009638-2024	511 W State St	Residential	Solar		\$95.00	
ELER-009674-2024	613 Union St	Residential	Electric		\$62.00	
PLMR-009726-2024	110 N 14th Ave	Residential	Plumbing		\$62.00	
			TOTALS:	\$826,668.00	\$7,057.00	

	# Residential Permits	Residential Fees	# of Commercial Permits	Commercial Valuation	Commercial Fees	Total Fees
Electrical	17	\$1,456.00	1	\$7,850.00	\$85.00	\$1,541.00
Plumbing	7	\$560.00	2	\$462,075.00	\$2,405.00	\$2,965.00
Mechanical	5	\$436.00	1	\$356,743.00	\$1,830.00	\$2,266.00
Solar	3	\$285.00	0	\$0.00	\$0.00	\$285.00
TOTALS	32	\$2,737.00	4	\$826,668.00	\$4,320.00	\$7,057.00

Building Division Improvement Value & Fee Summary - May 2024

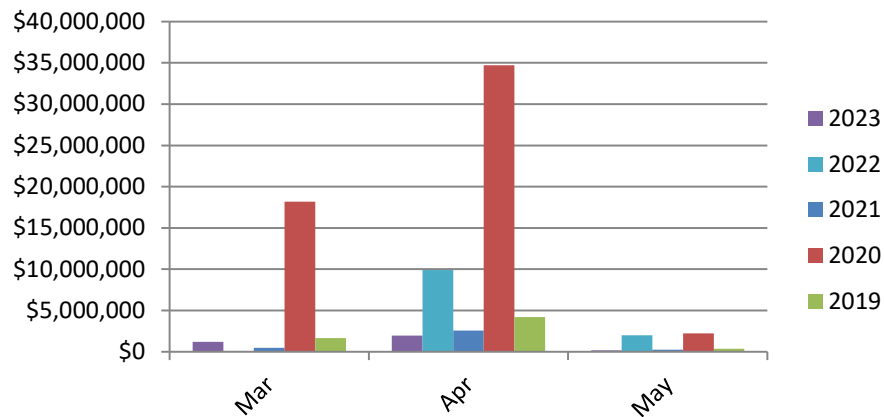
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2023	\$4,546,993	\$61,370	\$1,187,321	\$1,976,727	\$160,328								\$7,932,738
2022	\$146,879	\$52,863	\$89,854	\$9,915,908	\$2,017,008								\$12,222,512
2021	\$2,912,000	\$937,862	\$494,839	\$2,580,043	\$254,164								\$7,178,908
2020	\$6,335,000	\$6,324,000	\$18,194,000	\$34,700,000	\$2,239,000								\$67,792,000
2019	\$1,921,000	\$339,000	\$1,660,000	\$4,186,000	\$382,000								\$8,488,000

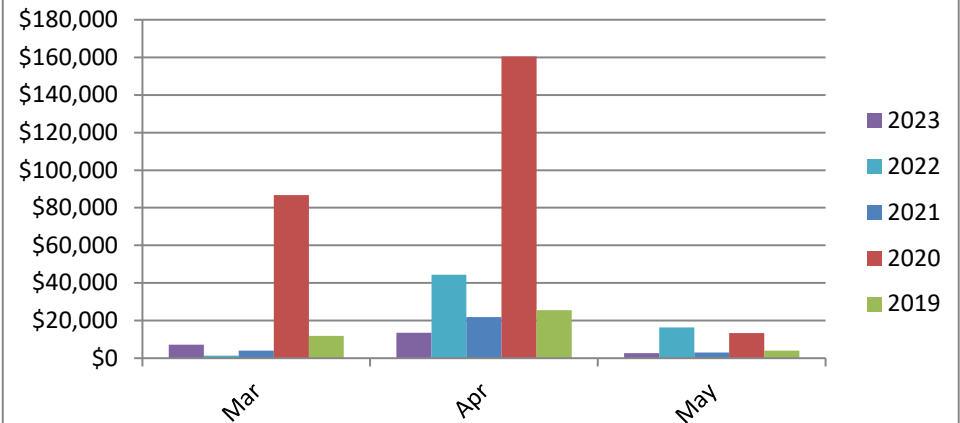
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2023	\$26,397	\$1,277	\$7,269	\$13,589	\$2,693								\$51,225
2022	\$1,840	\$919	\$1,273	\$44,457	\$16,282								\$64,771
2021	\$13,584	\$6,803	\$4,081	\$21,852	\$2,993								\$49,313
2020	\$48,028	\$47,605	\$86,696	\$160,445	\$13,361								\$356,135
2019	\$11,506	\$3,879	\$11,942	\$25,465	\$4,090								\$56,882

Total Improvement Value Comparison



Total Fees Received Comparison



**RESOLUTION SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND
TRANSFER OF TITLE OF CITY OWNED PROPERTY AT 407 MARION STREET**

WHEREAS, the City of Marshalltown is selling the property at 407 Marion Street which is the decommissioned city park, “BPW Park”;

WHEREAS, the City is offering a Quit Claim Deed for the property that is being sold as a vacant lot. Sealed bids were solicited and accepted by 10:00 a.m. on June 18, 2024, with the highest bid being selected as the winning bid;

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 the following described properties in Marshalltown, Marshall County, Iowa;

407 Marion Street, legally described as: LOT 5 OF LOT 4 OF LOT ONE AND LOT 6 OF LOT 4 OF LOT ONE ALL IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26-84-18, MARSHALL COUNTY, IOWA. From the City of Marshalltown to L. Hogeland Auto Plaza LLC. The consideration for such conveyance shall be the sum of \$1,202.22 (One Thousand Two Hundred Two and 22/100).

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 July 8, 2024, 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 24th day of June 2024, and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: June 19, 2024
RE: Set Public Hearing on the Sale of 407 Marion Street

Strategic Plan:

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

Plan Objective: Partner with citizen on city park purchase.

Recommendation: Set the public hearing on the sale of the vacant lot for 7/8.

Budget Impact: \$1,202.22 revenue

Description/Background: The City of Marshalltown solicited sealed bids for the property at 407 Marion Street which is the decommissioned city park, "BPW Park". The City is offering a Quit Claim Deed for the property that is being sold as a vacant lot. Sealed bids were due by 10:00 a.m. on June 18, 2024, with the highest bid being selected as the winning bid. The City received 3 bids for the property with the high bid from Lonnie Hogeland of \$1,202.22. Mr. Hogeland plans to maintain the property as a city park.

The City proposes the transfer of the 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.

A public hearing is required on the conveyance and transfer of city property. The public hearing will be set for the July 8th meeting.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Bid Tab - Vacant Lots of Sale

Bid Opening June 18, 2024 at 10:00 am

Bidder Name	407 Marion St
Lonnie Hogeland	\$1,202
Rolland Danner	\$500
Dan Oswald	\$500

Sale of Lot 407 Marion Street

The City of Marshalltown, Iowa, is accepting bids for the following described real property ("Property") located in Marshall County, known as 407 Marion Street and legally described as the following:

LOT 5 OF LOT 4 OF LOT ONE AND LOT 6 OF LOT 4 OF LOT ONE ALL IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26- 84-18, MARSHALL COUNTY, IOWA

This property was previously listed with building requirements for Neighborhood Improvement however no bids were received due to this requirement and the easements on the property. The City is now re-listing the property removing this requirement and selling it as a vacant lot.

The property is 137.7 feet wide by 231.4 feet deep. It is zoned as Medium Density-Residential. The property was originally gifted to the City in 1954 as a park. The City decommissioned this property as a park. All park equipment and items will be removed from the property, and the land is being sold in as-is condition with no improvements to be made by the City.

This property has storm sewer and sanitary sewer infrastructure, as shown in the attached map. A structure cannot be built over the lines, and the City will maintain an easement. Should you choose to build, the buildable area on the lot is approximately 127.7 feet x 196.4 feet.

No survey has been performed on the property so the bidder should carefully inspect the property prior to making a bid. The property has no known utility connections. The property will be conveyed to the successful purchaser by quit claim deed. If an abstract is requested, the Purchaser must furnish this at their own expense. All bids must be cash transactions and may not be conditioned on financing.

The highest bid for the property will be selected as the winning bid. **Sealed bids are due by 10:00 AM CST on Tuesday, June 18, 2024.** Bids must include the dollar amount of the bid and the following information (if available):

- Property address and bid amount
- Name of bidder
- Address of bidder
- Telephone number of bidder
- Email address of bidder

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



- Name for tax deed (will only use if the highest bidder)
- Address for the tax statement to be sent (will only use for the highest bidder)

The bid should be in a sealed envelope marked “Sealed Bid for 407 E Marion Street” and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158. Bids received after the due date and time will not be accepted. The City reserves the right to reject all bids and to waive any irregularities.

The City will contact you after the bids are due to let you know if you are the highest bidder or not. Following the acceptance of bids, the City Council will set the public hearing on the sale of the property at the June 24th City Council meeting. The public hearing will be held at the July 8th City Council meeting, following consideration of a resolution to approve the sale. Closing on the properties will take place after July 8th, with the purchaser to provide payment in full before the quit claim deed is provided.

For bidding questions contact:

Alicia Hunter, City Clerk
clerk@marshalltown-ia.gov
641-754-5701 x1101

For zoning questions contact:

Hector Hernandez, Planner
hhernandez@marshalltown-ia.gov
641-754-5756 x3108

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



**PURCHASE OF CITY OF MARSHALLTOWN LOT
407 MARION STREET
BID SHEET**

Sealed bids are due by **10:00 AM CST on Tuesday, June 18, 2024**. Bids must include the dollar amount of the bid and the following information:

Property Address:	407 Marion Street
Bid Amount:	
Name of Bidder:	
Bidder Address:	
Bidder Phone:	
Bidder Email:	
Name for deed if awarded:	
Address for the tax statement:	

The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for 407 E Marion Street" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158.

Bids received after the due date and time will not be accepted. The City reserves the right to reject all bids and to waive any irregularities.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



**RESOLUTION ALLOWING FOR ALCOHOLIC BEVERAGES IN A PUBLIC PARK
FOR THE LIVE AFTER FIVE EVENTS**

WHEREAS, the City of Marshalltown Code of Ordinances 93.007 Alcoholic Beverages states, no person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except the following: premise covered by a liquor control license; and beer gardens as permitted by the Park and Recreation Department, with City Council approval; and

WHEREAS, Friends of the Orpheum Theater has requested the ability to hold the Live After Five events at West End Park on July 5, 12, 19, 26, 2024, where they will be the liquor license holder for the event serving alcohol in the park area; and

WHEREAS, staff has reviewed the request and recommend approval of the special event outdoor service area for this community-wide event.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Live After Five events at West End Park July 5, 12, 19, 26, 2024 is granted an outdoor service area to allow for alcoholic beverages in a public park.

Passed this 24th day of June 2024 and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: June 19, 2024
RE: Approval of alcohol in the park

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: Partner in community events.

Recommendation: Allow alcohol beverages in a public park for community event.

Budget Impact: N/A

Description/Background: The City of Marshalltown Code of Ordinances 93.007 Alcoholic Beverages states, no person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except the following: premise covered by a liquor control license; and beer gardens as permitted by the Park and Recreation Department, with City Council approval. The Friends of the Orpheum has applied for alcohol licenses to hold the Live After 5 music events at West End Park on July 5, 12, 19, 26, 2024. Staff have approved a public use permit for the use of West End Park. Staff recommend the approval of alcohol in the park for these community wide events.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy





OUTDOOR SERVICE AREA

MARSHALLTOWN

**RESOLUTION ALLOWING OPEN CONTAINERS ON DESIGNATED PUBLIC
WAYS AND IN A PUBLIC PARK FOR THE 13TH STREET DISTRICT CAR CRUISE-
IN AND CONCERT EVENT ON JULY 3, 2024**

WHEREAS, the City of Marshalltown Code of Ordinances 93.007 Alcoholic Beverages states, no person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except the following: premise covered by a liquor control license; and beer gardens as permitted by the Park and Recreation Department, with City Council approval; and

WHEREAS, the City of Marshalltown Code of Ordinances 130.030(1) states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle; and

WHEREAS, Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities; and

WHEREAS, 13th Street District has requested the ability to hold the Red, White, and Blue Event on 13th Street with a car show and concert from Summit to Fremont Street to include the City parking lot and West End Park on July 3rd, where they will be the liquor license holder for the event serving alcohol in the barricaded area; and

WHEREAS, staff has reviewed the request and recommend approval of the special event exception for this community-wide event.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Red, White, and Blue event at the 13th Street District on July 3rd is granted an exemption to allow for open containers in a public way and public park.

Passed this 24th day of June 2024 and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: June 19, 2024
RE: Approval of alcohol in the park and public ways

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: Partner in community events.

Recommendation: Allow alcohol beverages in a public park and public ways for community event.

Budget Impact: N/A

Description/Background: The City of Marshalltown Code of Ordinances 93.007 Alcoholic Beverages states, no person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except the following: premise covered by a liquor control license; and beer gardens as permitted by the Park and Recreation Department, with City Council approval. Further, the City of Marshalltown Code of Ordinances 130.030(1) states that "it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle

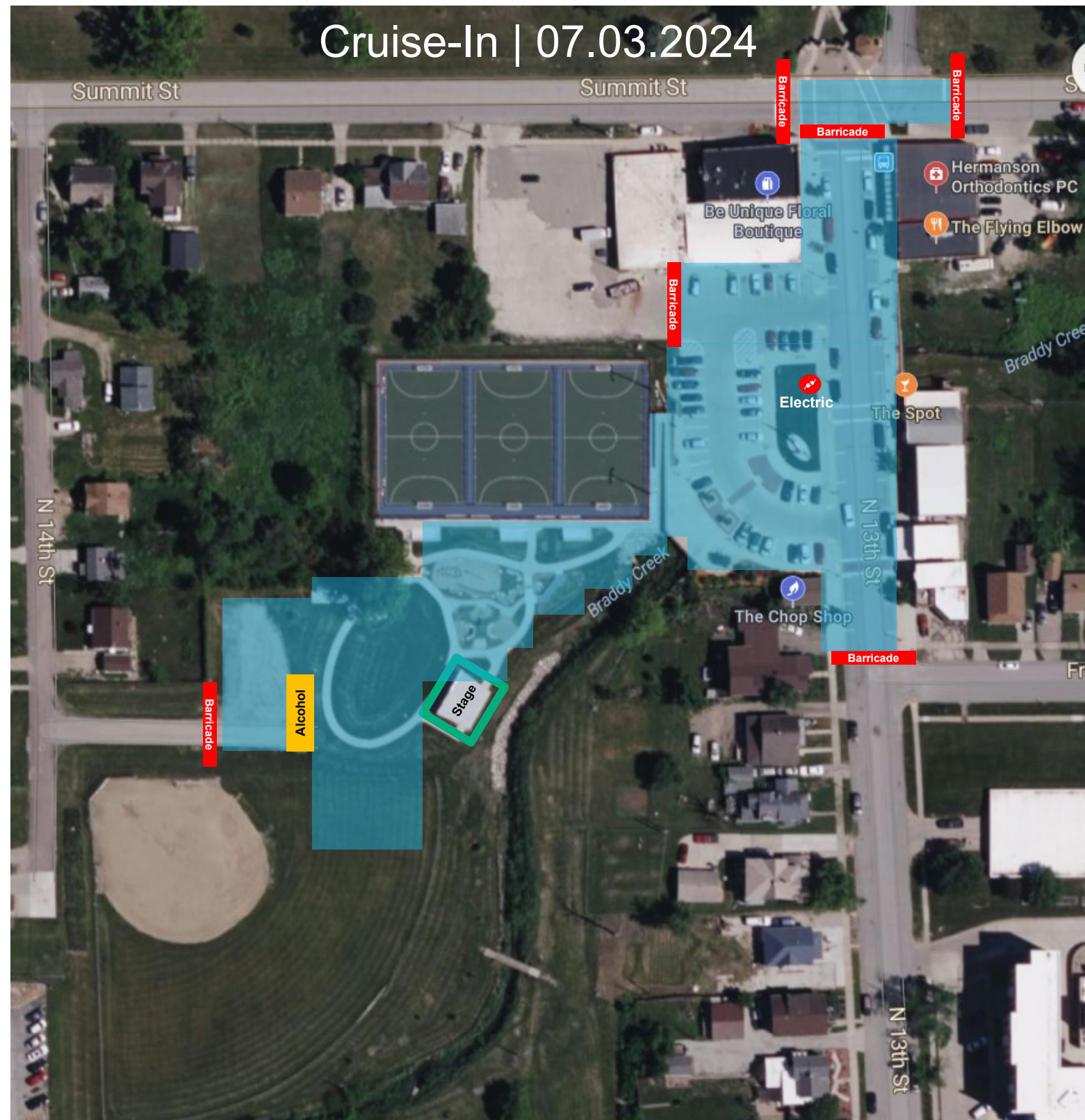
Staff have approved a public use permit for the use of 13th Street and West End Park for a community event on 7/3 for a car show and concert. Staff recommend the approval of alcohol in the park and public ways for this community wide event.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Cruise-In | 07.03.2024



Cruise-In
07.03.2024

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 effective 7/1/24.

Passed this 24th day of June 2024, and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director & *Assisting with Housing/Community Development Director Duties*
DATE: June 24, 2024
RE: Master Fee Schedule_2024 Public Works & Housing and Community Development Department Revisions

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:

City Staff recommend approving suggested fee changes for the public works items as shown on the Master Fee schedule.

Budget Impact:

As much as practical, public works fees are set to offset expenses/costs associated with that specific license or permit. There are fee increases shown that will result in an increase in revenue; however, the expenses associated with the city issuing the license/permit, or performing a task were evaluated in making these suggestions and in most cases have increased since the fee was last changed. Public works staff reviewed material costs, equipment costs, and labor costs to include both wages and benefits. These fees are set to cover expenses; they are not set to make a profit or cover other duties.

Changes for rental inspections were to correct a previous fee change and charge properties as a pass thru for services out-sourced related to rental inspections.

Description/Background:

Suggested fee changes are grouped by division below with a brief description to understand any proposed changes.

Rental:

It was noted that the only no-show fee shown on the master fee schedule was a \$50 fee. Going back to the resolution and memo from when that was implemented (02/27/23, attached), it was stated the \$50 was for city staff inspections and the contracted inspections would be at cost of the standard inspection. This was not correctly noted / separated in the master fee schedule.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Compost:

Superintendent noted that small trailers (<8') are typically pretty small loads and requested that the fee be lowered to match the fee of a small pick-up.

Electrical:

Eliminated licenses for apprentice and restricted electricians as we will no longer have these. We are currently phasing out the City's electrical license system so not issuing new licenses. We currently have 7 Journeyman Electrician and 4 Contractor Electrical Licenses that are part of our phase-out. No licenses will be renewed after 2030.

Engineering:

Eliminated duplicate note for construction / excavation bond. Corrected site specific (per project) is \$1,000 where as an annual that allows multiple sites is \$10,000.

Renamed driveway permits to cover all driveway parts (both ROW and private).

NEW - Switched to tier fee for "Failure to Obtain Permit Before Starting Work"

Sewer:

Cleaned up to match Ordinance language and remove duplication.

NEW – Establish Fee for response/repair to a hit utility that allows charging 2x the established fees.

Also clarified the time/equipment charges are both for Sewer and Storm Sewer.

Storm Sewer:

Storm sewer revision – Updated to reflect the Ordinance change that went through. Utility Rate goes up 07/01/24 from \$4 to \$4.20 per ERU.

Cleaned up to remove duplication.

Street:

NEW – Establish Fee for emergency evacuation response or Barricading unsafe ROW conditions allows charging 2x the personnel charges. We are having situations arise where permitted Contractors are leaving unsafe conditions in ROW that we are needing to dispatch staff with temporary traffic control to keep the public safe. There are situations where this was a result of an error or carelessness on part of the Contractor. In those cases, we want the ability to charge them for our time.

WPC & Sewer:

Set-up fee to accept vac truck contents where contents are clean soil slurry mix. (At request of Contractors to utilize our dewatering area at WPC/Sewer)

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CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



REFERENCE ONLY

MARSHALLTOWN

— I O W A —

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

TO: Mayor, Council & City Administrator
FROM: Michelle Spohnheimer, Housing & Community Development Director
DATE: 02/27/2023
RE: Reinstate a City No-Show fee

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
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- ☒ 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: Reinstate a **City No-Show Fee** under the rental inspections program which is applied when an owner fails to provide a 24-hour notice cancelling a scheduled City conducted inspection or fails to show for the inspection. Proposed fee would be \$50 to be retained by the City.

If the inspection is being completed by the Contractor and no one shows for the inspection or they are unable to access the unit the fee applied is the standard inspection fee and it is deemed a failed inspection.

Budget Impact: No significant impact since previously used.

Description/Background: Previously the City had a No-Show fee of \$45 but it was inadvertently deleted with the recent updates.

CITY COUNCIL

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



MARSHALLTOWN

— I O W A —

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

TO: Mayor Greer and City Council
FROM: Geoff Hubbard, Parks & Recreation Director
DATE: June 19, 2024
RE: City Fee Schedule

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
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- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
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Plan Objective: Update Aquatic Center fees, fees are set by the City Council.

Recommendation: Approve the increased fees for rental of the Aquatic Center

Budget Impact: \$1000 for a 2 hour rental at the Aquatic Center

Description/Background: In 2023 we raised wages for all aquatic staff positions. Over the last 4 years the cost of chemicals have increased by 40%. When we have a private pool rental we have staff come in 15 minutes early and stay for 30 minutes after to clean up and get patrons out of the facility. The cost to staff the pool for the entire facility costs us \$680 for those 2.75 hours. The cost of chemicals breaks down to roughly \$120 for a total of \$800 in actual costs. To cover our costs and generate a profit we are recommending a fee of \$1000 for a 2 hour private party that takes place on a Saturday or Sunday night after we are closed.

CITY COUNCIL

Mark Mitchell, Barry Kell, Mike Ladehoff,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	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				
Fire	Accident	Oil dry	OTHER FEES		12.00				

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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				
Fire	Annual Permit	Cryogenic Fluids	IFC 105.6.11	Ordinance	70.00				
Fire	Annual Permit	Cutting/Welding	IFC 105.6.12	Ordinance	70.00				

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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				
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				

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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		Per (C), (D), 4 - Annual Renewal Fee (Collected by Marshalltown Water Works)		
Housing	Building	Building Investigation Fee		Resolution	-				
Housing	Building	Building Permit	Current Schedule	Resolution	-		Int'l 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	
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	

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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 (City Staff Inspection)		Resolution	50.00		No-show or failure to provide 24-hr cancellation	02/27/23	
Housing	Rental	No-Show Fee for Rental Property Inspection (Contracted Inspection)		Resolution		@ cost	No-show or failure to provide 48-hr cancellation	07/01/24	Reviewing the memo from when this was changed in February 2023, it was set at \$50 for when no show occurs to City staff. It states Contractor no show should be charged standard inspection fee.
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				
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				

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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	1,000.00	2 hr private rental	07/01/24	
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	
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	

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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		All day/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		All day/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		All day/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		All day/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		All day/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		All day/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		All day/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		All day/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		
Park & Rec	VMC	Conference Room (all day/weekday)	*Free to non-profit/service clubs, M-F 7am-5pm	Res 2020-360	300.00		All day/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		All day/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				

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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 MCSO 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	
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	15.00		07/01/24	
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	Res 2024-055	2.00			03/25/24	
Public Works	Compost	Sale of Compost - Reusable Container (Trash Can)	50.006	Res 2024-055	10.00			03/25/24	

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
Public Works	Compost	Sale of Compost - Pickup Truck Bed	50.006	Res 2024-055	50.00			03/25/24	
Public Works	Compost	Sale of Compost - Per City End Loader Bucket (Scoop)	50.006	Res 2024-055	60.00			03/25/24	
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	Eliminated Line	Annual, expires 12/31	07/01/24	We are in phase out of our electrical licensing program. We no longer have any electricians that meet this criteria and will not issue new.
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	Eliminated Line	Annual, expires 12/31	07/01/24	We are in phase out of our electrical licensing program. We no longer have any electricians that meet this criteria and will not issue new.
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 receptacle location	07/24/23	
Public Works	Engineering	Construction Bond	57.023	Resolution	10,000.00	Eliminated Line		07/01/24	Duplicate Entry
Public Works	Engineering	Driveway Approach Inspection	72.039	Resolution	36.00		EACH	07/01/23	
Public Works	Engineering	Driveway Approach Permit Permit Application	72.039	Resolution	36.00		EACH	07/01/23	Change this to only say Driveway Permit Application. This would cover ALL aspects of the driveway. The ROW portion as well as the private side with driveway extensions.
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	Bond - Annual	57.023	Resolution	10,000.00			07/01/24	
Public Works	Engineering	Bond - Site Specific	57.023	Resolution	10,000.00	1,000.00		07/01/24	Corrected to reflect what Ordinance 57.023 states.
Public Works	Engineering	Excavation Permit (Work within the ROW)	57.021	Resolution	23.00		EACH		No Change
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	No Change
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	No Change
Public Works	Engineering	Failure to Obtain Permit Before Starting Work		Resolution	100.00	Remove Line	EACH	7/4/23	Change to Tiered System
	Engineering	Failure to Obtain Permit Before Starting Work (1st Offense)		Resolution	-	0 (Warning)	Each (per Calendar Year)	07/01/24	Warning
	Engineering	Failure to Obtain Permit Before Starting Work (2nd Offense)		Resolution		100.00	Each (per Calendar Year)	07/02/24	Set up tier system. \$100 doesn't seem to be enough motivations for compliance
	Engineering	Failure to Obtain Permit Before Starting Work (3rd Offense)		Resolution		250.00	Each (per Calendar Year)	07/03/24	Set up tier system. \$100 doesn't seem to be enough motivations for compliance
	Engineering	Failure to Obtain Permit Before Starting Work (4th or Subsequent Offense)		Resolution		500.00	Each (per Calendar Year)	07/04/24	Set up tier system. \$100 doesn't seem to be enough motivations for compliance
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 Parcel Sidewalk Construction)	57.042		47.00		EACH	07/01/23	
Public Works	Engineering	Sidewalk Inspection Fee (Partial Parcel Sidewalk 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		

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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	Remove Line		07/01/24	Duplicate / Clean-Up
Public Works	Sewer	Sewer Connection Fee(WPCP)	52.004	Resolution	3,200.00	Remove Line		07/01/24	Duplicate / Clean-Up
Public Works	Sewer	Sewer Revision (Disconnect, Repair, or Connect)		Resolution	33.00			07/01/24	Combined
Public Works	Sewer	Sewer Repair		Resolution	33.00	Remove Line		07/01/24	
Public Works	Sewer	Sanitary Sewer Connection—after 1/1/1974	52.005	Ordinance	3,200.00	Remove Line	Each connection	07/01/24	Duplicate / Clean-Up
Public Works	Sewer	Sanitary Sewer Connection - assessed	52.004	Ordinance	-	@ Cost	Each connection	07/01/24	-
Public Works	Sewer	Sanitary Sewer Connection—assessed—deferred	52.005	Ordinance	3,200.00	Remove Line	Each connection	07/01/24	Duplicate / Clean-Up
Public Works	Sewer	Sanitary Sewer Connection - before 1/1/1974	52.005	Ordinance		Remove Line	Each connection	07/01/24	Duplicate / Clean-Up
Public Works	Sewer	Sanitary Sewer connection fee - non assessed properties	52.005		-	Calculated		07/01/24	-
Public Works	Sewer	Sanitary Sewer Connection to existing line	52.007	Ordinance	300.00	Remove Line		07/01/24	Duplicate
Public Works	Sewer	Sanitary Sewer Utility Conn-City Constructed		Ordinance	3,200.00	Remove Line	Each connection	07/01/24	Duplicate
Public Works	Sewer	Sanitary Sewer Utility Conn-Developer Constructed		Ordinance	300.00	Remove Line	Each connection	07/01/24	Duplicate
Public Works	Sewer	Sanitary Sewer Utility Connection	52.007	Ordinance	3,200.00	Remove Line	Each connection	07/01/24	Duplicate
Public Works	Sewer	Sanitary Sewer Deposit	52.006	Ordinance	40.00				
Public Works	Sewer	assessment of costs when required to make connection	52.004			Remove Line		07/01/24	Duplicate
Public Works	Sewer	Sewer Revision			33.00	Remove Line	EACH	07/01/23	Duplicate / Clean-Up
Public Works	Sewer	Sanitary Sewer Connection Fee (City Installed)	52.007		3,200.00		EACH	07/01/24	Cleaned up language to match ordinance
Public Works	Sewer	Sanitary Sewer Connection Fee (Developer Installed)	52.007		300.00		EACH	07/01/24	Cleaned up language to match ordinance
Public Works	Sewer & Storm 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 & Storm 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 & Storm 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 & Storm 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 & Storm 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 & Storm 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 & Storm 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 & Storm 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 & Storm 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 & Storm 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.		

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
Public Works	Sewer & Storm 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 & Storm 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 & Storm 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 & Storm 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 & Storm Sewer	Personnel Chgs Sewer Dept. Labor		Resolution	40.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Personnel Chgs Sewer Dept. Labor Overtime		Resolution	60.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
Public Works	Sewer & Storm Sewer	Personnel Chgs Sewer Superintendent		Resolution	55.00		Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		
	Sewer & Storm Sewer	Response or Repair to Hit Utility, Personnel & Equipment Charges		Resolution, Note on ROW Application		2 x Established Rates	Per hour. Note: All time shall be charged a minimum of one hour unless otherwise noted.		NEW LINE
Public Works	Storm Sewer	COSESCO Permit - per acre plus \$25 additional acre or portion thereof		Resolution	150.00	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	4.20	per ERU / month	07/01/24	Previous ordinance amendment (effective 07/01/24)
Public Works	Storm Sewer	Storm water runoff - detention exception fee: commercial	53.026	Ordinance	13,500.00	Remove Line	per acre, \$.90 runoff coefficient		Duplicate See below
Public Works	Storm Sewer	Storm water runoff - detention exception fee: industrial	53.026	Ordinance	12,000.00	Remove Line	per acre, \$.80 runoff coefficient		Duplicate See below
Public Works	Storm Sewer	Storm water runoff - detention exception fee: low density and single/two-family residential	53.026	Ordinance	6,000.00	Remove Line	per acre, \$.40 runoff coefficient		Duplicate See below
Public Works	Storm Sewer	Storm water runoff - medium-high density and multi-family residential	53.026	Ordinance	12,000.00	Remove Line	per acre, \$.80 runoff coefficient		Duplicate See below
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		No Change
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	Remove Line	per month		Duplicate See below
	Street	Personnel Chgs Sewer Dept. Labor		Resolution		40.00	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		NEW CHARGE
	Street	Personnel Chgs Sewer Dept. Labor Overtime		Resolution		60.00	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		NEW CHARGE
	Street	Personnel Chgs Sewer Superintendent		Resolution		50.00	Per hour. Note: All time for personnel shall be charged a minimum of one hour unless otherwise noted.		NEW CHARGE
	Street	Emergency Evacuation Response or Barricade Unsafe ROW Condition		Resolution, Note on ROW Application		2 x Established Rates	Per hour. Note: All time shall be charged a minimum of one hour unless otherwise noted.		NEW LINE
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		

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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 Accidental 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				
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.		

CITY OF MARSHALLTOWN MASTER FEE SCHEDULE

Dept	Div.	License or Permit Type	Code Section	How Fee Set	Fee	NEW FEE AMOUNT (Proposed 07/01/24)	License Term / per unit charge	Revised	Notes
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/CY for more than 2 cu. yd.	07/01/24	Added Clarification to Per Unit Charge
	WPCP & Sewer	Vac Truck Contents Disposal - Slurry Mix of Clean Soil		Resolution		30.00	per small load (5 CY +/-)	07/01/24	NEW FEE
	WPCP & Sewer	Vac Truck Contents Disposal - Slurry Mix of Clean Soil		Resolution		60.00	per large load (10 CY +/-)	07/01/24	NEW FEE
Public Works	WPCP	Work Order	52.074	Resolution	10.00		each		

**RESOLUTION ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT
FOR ICE AND SNOW CONTROL FOR THE 2024-2025 FISCAL YEAR IN THE CITY
OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$75.15 PER TON**

WHEREAS, the City of Marshalltown, Iowa, requested bids from various commercial salt suppliers, for salt for ice and snow control for the 2024-2025 fiscal year, therefore,

WHEREAS, Hutchinson Salt Co., submitted a low bid of \$75.15 per ton delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Bid Amount</u>
Hutchinson Salt Company <i>Baxter Springs, KS</i>	\$75.15
Johnson Feed Inc. <i>Canton, SD</i>	\$77.82
Central Salt, LLC <i>Lyons, KS</i>	\$78.35
Independent Salt Company <i>Kanopolis, Kansas</i>	\$84.45

After consideration of all bids filed, it was determined by the Council that the bid of Hutchinson Salt Co. is the best and lowest responsible bid as is herein outlined.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: That the bid of Hutchinson Salt Co. for providing salt for ice and snow control in the City of Marshalltown, Iowa, in the amount of \$75.15 per ton is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED: 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 24th day of June 2024, and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: June 24, 2024
RE: 2024 Salt Bids

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: Purchasing salt does not fall under a specific strategic plan objective, but is necessary and aids in our ability to provide a safe transportation network.

Recommendation: City Staff recommend approving a contract to provide bulk salt for the 2024 year with Hutchinson Salt Company in the amount of \$75.15 / Ton.

Budget Impact: We estimate the purchase of approximately 1,200 Tons of salt. Based on the submitted bid price of \$75.15 / Ton – we estimate expenses of \$90,180 towards the raw material/delivery. We have a FY25 budget of \$190,000 [110.2050.5622] which is funded through Road Use Tax funds.

Description/Background: City staff requested bids for providing bulk salt; bid tabulation attached. This salt is used for ice removal on city streets over the winter months. Previous year salt bids were \$72.03 \$73.78 and \$74.59/Ton.

Last year, we purchased 2,500 Tons of salt; but with the mild winter last year, we will reduce the amount to 1,200 Tons to top off our storage buildings. We typically need about 140 Tons of salt for a single event where salt is applied to all streets.

We are needing some repairs to the salt storage building. We will plan to reallocate a portion of the budget available for Sodium Chloride purchase in FY25 towards salt storage building repair with the project to occur in Spring 2025.

Hutchinson Salt Company was also our supplier last winter; we rent for stacking salt in our salt storage facility.

Attachments: Bid Tab

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CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



TABULATION OF BULK SALT BIDS 2024
MARSHALLTOWN DEPARTMENT OF PUBLIC WORKS - STREET DIVISION
BIDS DUE: JUNE 17, 2024, 10:00 AM



Company Name	Address	Price Per Ton	Anticipated Delivery Start	Anticipated Delivery Timeframe
Hutchinson Salt Company	136 W 12th, Baxter Springs, KS 66713	\$75.15	July 2024	August 2024
Johnson Feed Inc	305 W Industrial Rd, Canton, SD 57013	\$77.82	July 2024	September 2024
Central Salt, LLC	1420 State Hwy 14, Lyons, KS 67554	\$78.35	July 15, 2024	October 31, 2024
Independent Salt Company	1126 20th Rd, PO Box 36, Kanopolis, KS 57454	\$84.45	ASAP	~ 2 Months

Based on the bids received, the City of Marshalltown Public Works is recommending approval of our 2024 bulk salt contract with Hutchinson Salt Company at the City Council Meeting scheduled for June 24, 2024.

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE WPCP
HEADWORKS AND DIGESTERS IMPROVEMENT PROJECT #WPC21001, AN
INCREASE OF NOT TO EXCEED \$144,918.85**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with WRH, Inc. for the WPCP Headworks and Digesters Improvement Project #WPC21001; and

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

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

Section 1. That the contract Change Order #3 for the WPCP Headworks and Digesters Improvement Project #WPC21001, in the increase, not to exceed amount of \$144,918.85 is hereby accepted and approved.

Passed this 24th day of June 2024, and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor & Acting CA
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: June 24, 2024
RE: Headworks and Digester Improvements (WPC 21-001) – Change Order #3

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:

Objective 2 – Develop comprehensive plans for City infrastructure and improvements

Recommendation:

Staff recommend approval of Change Order 3. Please note, we recommend Items #1-#3 as shown; however, Item #4 of the Change Order is a not to exceed amount and will be billed/paid for on a time/materials basis.

Budget Impact:

The project budget has sufficient funds to approve this Change Order.

Construction Costs:

Change Order #3	\$	144,918.85	
Change Order #2	\$	305,525.10	
Change Order #1	\$	40,067.69	
Construction Base	\$	8,939,000.00	WRH, Inc.
	\$	9,429,511.64	TOTAL

Funding Sources:

Park & Rec Annual Trail Repair	\$	3,627.95	Refer to Note 2
Sewer Enterprise Cash on Hand	\$	450,443.95	Refer to Note 1
SRF Revenue Bond	\$	8,975,439.74	Refer to Note 1
	\$	9,429,511.64	TOTAL

Note 1: This project is funded through a combination of a \$13.125 Million Dollar revenue bond and local cash on hand with our Sanitary Sewer Enterprise Fund. *The revenue bond is providing partial funding for this headworks project and the Sanitary Sewer CIPP Project (let previously and awarded in the amount of \$4,768,210.10).* The SRF Revenue Bond Funding and Cash on Hand

CITY COUNCIL

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



will be interchangeable depending on which project completes work the fastest will be the one applied to the bond.

Note 2: Change Order #1 included an expanded trail replacement section on top of the levee that was discussed with Parks & Recreation and that portion (\$3,627.95) will be funded through the annual trail repair budget.

Description/Background:

Items included in this change order are as follows. Refer to attached change order for additional details.

Item #1 (decrease \$24,025.98)

This item is to resolve the remaining item related to Change Order #2 where steel repairs were needed for Digester Number 3's cover and we had not finished negotiation on the deduct of some of the original scope for roofing needs on the digester when we brought Change Order #2 forward; therefore, we indicated at that time it would be adjusted in a future change order so materials could be ordered for the steel repairs.

Item #2 (decrease \$11,184.51)

The plans indicated there were SCADA computers at two panels that SCADA computers are not currently present. This deduct is to remove the new Panel Views that were proposed at each location.

Item #3 (increase \$85,961.22) - Raw Wastewater Pump Discharge Valves

The design plans for the piping at the six raw wastewater pump discharges include both a check and plug valve. A check valve is needed to prevent backflow and an isolation valve (which was planned to be a plug valve) is required by Iowa DNR Design Standards. During design, the lay lengths of the replacement check valve(s) that will replace non-functioning existing check valves was not verified. New check valve lay lengths are longer than the existing check valves currently in place as AWWA has standardized their lay length. The minimal space between vertical piping and pumps prevents being able to accommodate both new valves with the proposed configuration. After discussion with the Contractor, City, and Design team, the proposed resolution is to replace the type of isolation valve (switch from plug valve to a knife gate valve) to one that has a shorter lay length. Knife gate valves are about twice the material cost as a Plug Valve, but have a shorter lay length, and are also suitable for this application. Switching to knife gate valves will accommodate the larger check valve lay length and allow the planned piping configuration for the remainder of the pump room to be installed as planned. Due to the increase in cost and inability to get a full refund on the plug valves that were delivered for the project, three of the plug valves will be replaced with knife gate valves. The other three plug valves are on pipe runs that have some space vertically on the piping, so they will be turned vertically and relocated in the pipe runs with minor changes in the configuration. The proposed plug valves are on site; so, this change order is the difference in cost to return and get credit for three plug valves, purchase three knife valves, and change the piping configuration. The price for this change is \$85,961.22. This price is based on an assumed 40% restocking fee for the 3 plug valves to be returned. Any adjustment in the restocking fee will be accounted for in a future change order.

CITY COUNCIL

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WRH anticipates that 5 additional working days will be needed to complete the knife gate installation while accounting for the required pump shutdowns. If WRH promptly orders the valves and proceeds with installation once the valves are received and valve delivery does not allow for completion of this work prior to the Contract Substantial Completion date, this work will be completed as punch list or warranty work. WRH will not be held liable for changes in lead times outside of our control. Therefore, there is no overall change in project completion dates.

Item #4 (Increase \$94,168.12) - Grit Tank Installation - conduit relocation or masonry removal

The design plans indicate creation of an opening in the roof to allow installation of the grit tank, presumably by crane. The roof is a metal deck style supported with steel joists. The plans called for removal and replacement of that portion of metal roof deck and removal and replacement of joists. There are multiple existing electrical conduit runs within the web of the existing roof joists that were not called out on the plans as needing to be relocated or removed/reinstalled. These are in the way of the ability to set the grit tank, but also to replace the roof joists. Coordination with the roof joist supplier indicates that cutting the new joists to allow them to be set in place over the existing conduits and field welding the joists in place would structurally compromise the roof joists to a point they no longer would be expected to meet the strength and longevity needs of the structure. After discussion with the Contractor, City, and Design team, two options were identified. Both options include some assembly of the grit tank inside the building.

Option 1: Relocate the electrical conduits and wiring that are in conflict with setting the grit tank and replacing the roof joists. Due to staging and needing to keep certain equipment in service, the timeframe it would take to temporary remove conduits/wiring to allow setting the tank and replacing the roof joists exceeds the length of time this equipment can be down. Therefore, the electrical conduits and wiring would need to be relocated so the staging would provide for minimal downtown so plant operation could continue. The price for this option is \$91,257.05.

Option 2: Create a masonry wall opening large enough to be used to help maneuver the large equipment into the building. The roof deck would still need to be removed so the crane could assist in moving and setting the grit tank in place. Multiple riggings would be needed to shift the equipment inside the building while being able to keep roof joists in place. This option requires cutting of some of the pieces stored on site to allow all pieces to fit through the available masonry opening. The benefit to this option is that the electrical that supplies critical equipment and controls would not need to be taken out of service. The Contractor (based on pricing received from their subs) priced this option at \$94,168.12. With less than \$3k difference between Option 1 and 2, the down-time associated with Option 1 leads us to recommend Option 2 as the best path forward. Both the City and Prime Contractor feel this number is too high for the work, primarily due to the price from the subconsultant, August Winters @ \$60,175. We are not recommending approval of this Option at the price submitted. We have requested the Contractor work with August Winters to provide break down of their pricing. There are standard rates for construction equipment rental that are or are not allowed. We will be working with the Contractor and Consultant to determine and document the time that is truly attributed to this work. We may need to go into dispute resolution methods and procedures depending on the documents/estimates provided by August Winters. We are requesting authorization of this dollar amount as a not to exceed to prevent a work delay.

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Contract Time Change

With this change order, we are not recommending a change to contract time. The following contract times are in effect:

	Current Contract Dates (as previously amended)
Substantial Completion	December 14, 2024
Final Completion & Payment	February 13, 2025

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CITY COUNCIL

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



CHANGE ORDER NO.: 3

Owner:	City of Marshalltown, Iowa	Owner's Project No.:	WPC21001
Engineer:	Strand Associates, Inc.	Engineer's Project No.:	2407-20C
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Headworks and Digester Improvements		
Date Issued:	June 19, 2024	Effective Date of Change Order:	June 24, 2024

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

Item 1: Change Authorization Request (CAR) 12 - Eliminate the roofing of Digester No. 3. **Deduct \$24,025.98.**

Item 2: CAR 13 - Eliminate PanelView operator interface terminals for SPCP-A and SPCP-A1. **Deduct \$11,184.51.**

Item 3: CAR 14 - Replace three of the plug valves on the discharge of the raw wastewater pumps with knife gate valves and spools. Move the plug valves on the other three pumps to the vertical portion of the piping. Reconfigure piping (including spool pieces) as required. The cost for this change assumes a 40 percent restocking fee on the returned plug valves. Any additional reduction in the restocking fee will be credited to the Owner. **Add \$85,961.22.**

Item 4: Create an opening in the masonry wall between the Grit Room and Sludge Loadout Room as required to bring pieces of the grit tank into the Grit Room. Modify grit tank pieces as required to fit through the opening. This item includes other ancillary costs as required to bring the grit tank into the Grit Room and assemble it in lieu of removing roof trusses, which would require relocation of numerous conduits and staged equipment shutdowns. **Add \$94,168.12.**

Attachments: Contractor's Change Authorization Requests (CAR) 12 through 15.

Please note, no approval of a lump sum for Item 4 is included in the approval of this change order. Item #4 requires additional breakdown on costs be submitted to Engineer and Owner. Approval of this change order indicates a maximum, not to exceed dollar authorization for city staff to determine and issue any notice to proceed on Item 4. We may utilize time/material pricing for Item 4 if an agreed upon lump sum is not reached.

Heather Thomas, City of Marshalltown

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>8,939,000.00</u>	Original Contract Times: Substantial Completion: <u>September 30, 2024</u> Ready for final payment: <u>November 30, 2024</u>
[Increase] {Decrease} from previously approved Change Orders: \$ <u>345,592.79</u>	[Increase] {Decrease} from previously approved Change Orders: Substantial Completion: <u>75 days</u> Ready for final payment: <u>75 days</u>
Contract Price prior to this Change Order: \$ <u>9,284,592.79</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 14, 2024</u> Ready for final payment: <u>February 13, 2025</u>
[Increase] {Decrease} this Change Order: \$ <u>144,918.85</u>	[Increase] {Decrease} this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>9,429,511.64</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 14, 2024</u> Ready for final payment: <u>February 13, 2025</u>

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	_____
Title: _____	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____



Change Authorization Request
(CAR)

Project: **City of Marshalltown Headworks and Digester Improvements**

CAR No. 12

DATE 06/14/24

Job No. 1406

Reference:

RFQ # _____

Location Marshalltown, IA

Contract No. _____

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- () Design Request (**x**) **Field Condition**
() Owner Request () Suggested by Contractor
() Other ---- Explain _____

1) Description of Change: (Refer to drawings, specification, addenda, bulletin if applicable)

Per an email sent on October 19, 2023 regarding the structural integrity of Digester 3-
The owner has elected to deduct the roofing material for digester 3.

2) It is requested that the completion date be: () extended () decreased
by 0 calendar days. This change will require an extension of the contract duration.

3) Basis of Payment:

- a) () Firm price for performing this change along with attached supporting details
is () increased / (**x**) **decreased by** (\$24,025.98)
- b) () Unit Price \$0.00
- c) () Change to be performed per unit prices in Contract \$0.00
- d) () The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.
Approximate Estimate is _____

() CHANGE WILL NOT BE MADE
PROCEED ON THE FOLLOWING BASIS:

- () Firm Price () Time and Material
() Estimate of Price () Change in Completion Date
() Unit Price in Contract () No Change

Comments: _____

Submitted by: Jeremy Dolder
Jeremy Dolder

Approved by: _____
Owner

WRH, Inc. Date: 6/14/2024

Date: _____

City of Marshalltown Headworks and Digester Improvements**06/14/24**

C.A.R. Calculation

C.A.R. # 12**Subcontractors**

	Quantity	Unit	Unit Rate	Line Total
Black Hawk Roofing Deduct	1	LS	-\$21,792.28	(\$21,792.28)
Black Hawk Roofing 5% Deduct	1	LS	-\$1,089.61	(\$1,089.61)

Material:**Labor:**

General Conditions	0	Days	\$0.00	\$0.00
Project Manager	0	Hr	\$145.00	\$0.00
Superintendent	0	Hr	\$135.00	\$0.00
Foreman		Hr	\$105.00	\$0.00
General Labor	0	Hr	\$81.89	\$0.00
Skilled Labor		Hr	\$98.22	\$0.00
Equipment Operator	0	Hr	\$93.23	\$0.00
Truck Driver		Hr	\$90.00	\$0.00
PM/Superintendent/Foreman Truck	0	Hr	\$10.00	\$0.00
Skid Loader	0	Day	\$125.00	\$0.00
Dozer (small)		Hr	\$108.00	\$0.00
Dozer (large)		Hr	\$114.00	\$0.00
Lift Rental	0	Day	\$150.00	\$0.00

Sub-total (\$22,881.89)

Sales Tax on Material	0.00%	\$0.00
Contractor's Fee (Self-performed)	15.00%	\$0.00
Contractor's Fee (Sub-contracts)	5.00%	\$0.00
Contractor's Fee (Deducts)	5.00%	(\$1,144.09)

(\$24,025.98)

Bond & Insurance	2.00%	\$0.00
------------------	-------	--------

Total Proposed Change

(\$24,025.98)



Change Authorization Request
(CAR)

Project: **City of Marshalltown Headworks and Digester Improvements**

CAR No. 13

DATE 04/08/24

Job No. 1406

Reference:

RFQ # _____

Location Marshalltown, IA

Contract No. _____

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- (☒) **Design Request** () Field Condition
() Owner Request () Suggested by Contractor
() Other ---- Explain _____

- 1) Description of Change: (Refer to drawings, specification, addenda, bulletin if applicable)
Cost associated with deducting two (2) SPCPs. Per submittal review comment: *PCP-A and SPCP-A1: Spec 25 51 00 Appendix B indicated these panels each had SCADA computers and as a result new PanelViews are proposed. Both panels do not currently have SCADA computers/OITs*

- 2) It is requested that the completion date be: () extended () decreased
by 0 calendar days. This change will require an extension of the contract duration.

3) Basis of Payment:

- a) () Firm price for performing this change along with attached supporting details
is () increased / (☒) **decreased by** (\$11,184.51)
- b) () Unit Price \$0.00
- c) () Change to be performed per unit prices in Contract \$0.00
- d) () The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.
Approximate Estimate is _____

() CHANGE WILL NOT BE MADE
PROCEED ON THE FOLLOWING BASIS:

- () Firm Price () Time and Material
() Estimate of Price () Change in Completion Date
() Unit Price in Contract () No Change

Comments: _____

Submitted by: Jeremy Dolder
Jeremy Dolder

Approved by: _____
Owner

WRH, Inc. Date: 4/8/2024

Date: _____

City of Marshalltown Headworks and Digester Improvements

02/15/24

C.A.R. Calculation

C.A.R. # 13

Subcontractors

Price Electric

Quantity Unit

1 LS

Unit Rate

-\$10,651.91

Line Total

(\$10,651.91)

Material:

Labor:

General Conditions	0 Days	\$0.00	\$0.00
Project Manager	0 Hr	\$145.00	\$0.00
Superintendent	0 Hr	\$135.00	\$0.00
Foreman	Hr	\$105.00	\$0.00
General Labor	0 Hr	\$81.89	\$0.00
Skilled Labor	Hr	\$98.22	\$0.00
Equipment Operator	0 Hr	\$93.23	\$0.00
Truck Driver	Hr	\$90.00	\$0.00
PM/Superintendent/Foreman Truck	0 Hr	\$10.00	\$0.00
Skid Loader	0 Day	\$125.00	\$0.00
Dozer (small)	Hr	\$108.00	\$0.00
Dozer (large)	Hr	\$114.00	\$0.00
Lift Rental	0 Day	\$150.00	\$0.00

Sub-total

(\$10,651.91)

Sales Tax on Material	0.00%	\$0.00
Contractor's Fee (Self-performed)	15.00%	\$0.00
Contractor's Fee (Sub-contracts)	5.00%	\$0.00
Contractor's Fee (Deducts)	5.00%	(\$532.60)

(\$11,184.51)

Bond & Insurance	2.00%	\$0.00
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Total Proposed Change

(\$11,184.51)



Change Authorization Request
(CAR)

Project: **City of Marshalltown Headworks and Digester Improvements**

CAR No. 14 DATE 06/18/24 Job No. 1406

Reference:
RFQ # _____ Location Marshalltown, IA Contract No. _____

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- () Design Request (☒) **Field Condition**
() Owner Request () Suggested by Contractor
() Other ---- Explain _____

1) Description of Change: (Refer to drawings, specification, addenda, bulletin if applicable)

Per RFI 27, WRH is proposing the cost for labor, equipment and materials to replace three (3) 16" plug valves with three (3) approved knife gate valves. This will also include the costs for six (6) spools and appurtenances. WRH proposes installing a spool after each of the six raw wastewater pumps to allow the work to continue. Once the knife gate valves are received, WRH will remove or shorten the spool as needed to install the knife gates. The three remaining plug valves will be moved to the vertical position. WRH anticipates that 5 additional working days will be needed to complete the knife gate installation while accounting for the required pump shutdowns. If WRH promptly orders the valves and proceeds with installation once the valves are received and valve delivery does not allow for completion of this work prior to the Contract Substantial Completion date, this work will be completed as punch list or warranty work. WRH will not be held liable for changes in lead times outside of our control. This CAR is based on a 40% restocking fee on the returned plug valves. Any adjustment in the restocking fee will be accounted for in a future change order.

2) It is requested that the completion date be; () extended () decreased
by N/A calendar days. This change will require an extension of the contract duration.

3) Basis of Payment:

- a) () Firm price for performing this change along with attached supporting details
is (☒) **increased** / () decreased by \$85,961.22
- b) () Unit Price \$0.00
- c) () Change to be performed per unit prices in Contract \$0.00
- d) () The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.
Approximate Estimate is _____

() CHANGE WILL NOT BE MADE
PROCEED ON THE FOLLOWING BASIS:

- () Firm Price () Time and Material
() Estimate of Price () Change in Completion Date
() Unit Price in Contract () No Change

Comments: _____

Submitted by: Jeremy Dolder Approved by: _____
Jeremy Dolder Owner

WRH, Inc. Date: 6/18/2024 Date: _____

City of Marshalltown Headworks and Digester Improvements

06/14/24

C.A.R. Calculation

C.A.R. # 14

Subcontractors	Quantity	Unit	Unit Rate	Line Total
Deduct for Plug Valves (Final credit TBD)	1	LS	-\$13,500.00	(\$13,500.00)
Material:				
Knife Gate Valve 16"	3	EA	\$15,001.33	\$45,003.99
Bolts and Gaskets	1	LS	\$3,500.00	\$3,500.00
16" spools (approximately 12")	6	EA	\$3,447.82	\$20,686.92
Megaflanges 16"	6	EA	\$1,677.56	\$10,065.36
Labor:				
Project Manager	3	Hr	\$145.00	\$435.00
Superintendent	8	Hr	\$135.00	\$1,080.00
Foreman (2.5 hrs per valve/ pipe install)	18	Hr	\$105.00	\$1,890.00
General Labor (2.5 hrs per valve/ pipe install)	36	Hr	\$81.89	\$2,948.04
Skilled Labor		Hr	\$98.22	\$0.00
Equipment Operator		Hr	\$93.23	\$0.00
Truck Driver		Hr	\$90.00	\$0.00
PM/Superintendent/Foreman Truck		Hr	\$10.00	\$0.00
Skid Loader		Hr	\$125.00	\$0.00
Dozer (small)		Hr	\$108.00	\$0.00
Dozer (large)		Hr	\$114.00	\$0.00
Lift Rental		Day	\$150.00	\$0.00
Sub-total				\$72,109.31
Sales Tax on Material			0.00%	\$0.00
Contractor's Fee (Self-performed)			15.00%	\$12,841.40
Contractor's Fee (Sub-contracts)			5.00%	\$0.00
Contractor's Fee (Deducts)			5.00%	(\$675.00)
				\$84,275.71
Bond & Insurance			2.00%	\$1,685.51
Total Proposed Change				\$85,961.22



Change Authorization Request

Project: **City of Marshalltown Headworks and Digester Improvements**

CAR No. 15

DATE 06/18/24

Job No. 1406

Reference:

RFQ # _____

Location Marshalltown, IA

Contract No. _____

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- () Design Request (**x**) **Field Condition**
() Owner Request () Suggested by Contractor
() Other ---- Explain _____

1) Description of Change: (Refer to drawings, specification, addenda, bulletin if applicable)

Per RFI 14- initially discussed in September of 2023 and re-addressed on June 3, 2024, WRH is proposing the cost to install the grit tank per the following scope: WRH will remove and replace portion of the CMU wall between the sludge load-out area and the grit room, additional painting, removal and replacement of the platform as well as additional labor and equipment to move the tank pieces through the opening in the wall in lieu of the roof. The additional labor and equipment from August winters is shown in the attached proposal.

- 2) It is requested that the completion date be: () extended () decreased
by N/A calendar days. This change will require an extension of the contract duration.

3) Basis of Payment:

- a) () Firm price for performing this change along with attached supporting details
is (**x**) **increased** / () decreased by _____

ib-Contracts) b) () Unit Price 0 **\$94,168.12**

ee (Deducts) 0

- c) () Change to be performed per unit prices in Contract \$0.00

- d) () The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.

Approximate Estimate is _____

- () CHANGE WILL NOT BE MADE
PROCEED ON THE FOLLOWING BASIS:

- () Firm Price () Time and Material
() Estimate of Price () Change in Completion Date
() Unit Price in Contract () No Change

Comments: _____

Submitted by: Jeremy Dolder
Jeremy Dolder

Approved by **PRELIM - DON'T APPROVE**
Owner

WRH, Inc. Date: 6/18/2024

Date: _____

City of Marshalltown Headworks and Digester Improvements**06/18/24**

C.A.R. Calculation

C.A.R. # 15

Subcontractors	Quantity	Unit	Unit Rate	Line Total
Seedorff Masonry	1	LS	\$24,500.00	\$24,500.00
Allen Blasting (re-coating CMU wall)	1	LS	\$4,750.00	\$4,750.00
August Winters (additional labor/ equipment)	1	LS	\$60,175.00	\$60,175.00
Deduct for Joist Removal				
Deduct for Joist Materials and Labor	1	LS	-\$3,000.00	(\$3,000.00)
Deduct for Bridging and misc. metals	1	LS	-\$2,200.00	(\$2,200.00)
Deduct for Coatings	1	LS	-\$2,875.00	(\$2,875.00)
Labor:				
General Conditions	0	Days	\$0.00	\$0.00
Project Manager	5	Hr	\$145.00	\$725.00
Superintendent	5	Hr	\$135.00	\$675.00
Foreman (CMU removals/ platform work)	10	Hr	\$105.00	\$1,050.00
General Labor (CMU removals/ platform work)	20	Hr	\$81.89	\$1,637.80
Skilled Labor		Hr	\$98.22	\$0.00
Equipment Operator	8	Hr	\$93.23	\$745.84
Truck Driver	8	Hr	\$90.00	\$720.00
PM/Superintendent/Foreman Truck	0	Hr	\$10.00	\$0.00
Skid Loader	0	Day	\$125.00	\$0.00
Dozer (small)	0	Hr	\$108.00	\$0.00
Dozer (large)	0	Hr	\$114.00	\$0.00
Lift	3	Hr	\$150.00	\$450.00
Sub-total				\$87,353.64
Sales Tax on Material			0.00%	\$0.00
Contractor's Fee (Self-performed)			15.00%	\$900.55
Contractor's Fee (Sub-Contracts)			5.00%	\$4,471.25
Contractor's Fee (Deducts)			5.00%	(\$403.75)
TOTAL:				\$92,321.69
Bond & Insurance			2.00%	\$1,846.43
Total Proposed Change			TOTAL:	\$94,168.12



AUGUST WINTER & SONS, INC.
MECHANICAL CONTRACTOR & FABRICATOR

www.augustwinter.com

2323 N. Roemer Road
Appleton, WI 54911
PO Box 1896
Appleton, WI 54912-1896
P: (920) 739-8881
F: (920) 739-2230

5613 Schofield Ave.
Schofield, WI 54476
P: (715) 355-7555
F: (715) 355-9048

June 18, 2024

TO: WRH, Inc.
Attn: Jeremy Dolder
wendlerinc.com

RE: Installing 2 Trolley Beams (AWS Job# 65322)
Using Telehandler and Skates to Set Headcell Unit

Installing 2 Trolley Beams.....	\$128,600 total
Using Telehandler and Skates to Set Head Cell.....	\$60,175 total

Our proposal includes the following:

- Completion is approximately 3-4 business weeks
- Trolley system quoted as:
 - (4) guys for (4) weeks – This includes install of head cell unit
 - Additional time for cutting cone pieces if wall opening is not sufficient
 - (1) sky track with a 12k lb capacity
 - (2) aerial lifts
 - Trolley beams quoted as S6 x 12.5
 - Support legs for trolley beams quoted as 4" x 1/4" thick square box tubing
 - (2) electric crane hoists
 - (2) 2-ton overhead push beam trollies
 - Trolley system to be a permanent system - will not be removed.
 - Engineering calculations and drawings to be approved by PE licensed in Iowa.
 - Pricing is based on the sizes listed above, if engineering requires additional items to satisfy, then pricing will need to be reflected
- Using telehandler and skates to set head cell unit quoted as:
 - (2) set of heavy load moving skates
 - (1) sky track with a 12K lb capacity
 - (2) aerial lifts
 - (4) guys for (4) weeks – this includes install of head cell unit
- Any additional cost due to delays or damages outside of AWS's cause will be addressed through a change order
- FOB our shop
- Labor pricing good until June 2025
- Non-returnable and non-refundable

We exclude the following items:

- Sales tax
- Additional time for cutting cone pieces if wall opening is not sufficient



AUGUST WINTER & SONS, INC.
MECHANICAL CONTRACTOR & FABRICATOR

www.augustwinter.com

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5613 Schofield Ave.
Schofield, WI 54476
P: (715) 355-7555
F: (715) 355-9048

- Liquid damages

This proposal is based on prices now in effect. Our quotation will be protected for 15 days. It is also subject to the August Winter & Sons Conditions of Proposal, a copy of which is available upon request.

August Winter & Sons, Inc. is a full-service design/build, mechanical contractor providing fabrication and/or installation of specialty items such as piping, plumbing, HVAC systems and custom tanks. We appreciate the opportunity of quoting this work. If you have any questions or further information is required, please feel free to contact us.

Sincerely,
AUGUST WINTER & SONS, INC.

Bryon Walriven
(bw)

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #8 FOR
THE EDGEWOOD STREET EXTENSION PROJECT #STR19003, A
DECREASE OF \$4,500.00**

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

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

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

Section 1. That the contract Change Order #8 for the Edgewood Street Extension project #STR19003, in the decrease amount of \$4,500.00 is hereby accepted and approved.

Passed this 24th day of June 2024, and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
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: June 24, 2024
RE: Edgewood Street Extension (STR 19-003)_Change Order #8

Strategic Plan:

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

Plan Objective:

Plan for and construct new infrastructure.

Recommendation:

Staff recommends Change Order #8 in the amount of a decrease of \$4,500.00.

Budget Impact:

Construction Costs:

Change Order #8 (deduct)	\$	- 4,500.00	
Change Order #7 (deduct)	\$	- 6,067.40	
Change Order #6 (deduct)	\$	- 8,039.00	
Change Order #5 (deduct)	\$	- 19,675.50	
Change Order #4 (deduct)	\$	- 123,747.11	
Change Order #3 (deduct)	\$	- 10,653.00	
Change Order #2 (deduct)	\$	- 26,745.60	
Change Order #1	\$	9,675.00	
Construction Base	\$	6,088,627.50	Con-Struct, Inc.
	\$	5,898,874.89	TOTAL

Funding Sources

Iowa DOT RISE Grant	\$	1,640,342.00	
US EDA Grant	\$	2,956,829.00	shown less admin \$
ARPA	\$	600,000.00	
MWW (Relocation Expenses)	\$	99,758.89	finalized & paid
MWW (Main Upsize Contribution)	\$	60,000.00	finalized & paid
LOST-Capital Projects (construction)	\$	619,630.00	
	\$	5,976,559.89	TOTAL

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Description/Background:

A summary of the main changes include:

1. Final Quantity Adjustment - Approximately 2,000 linear feet of silt fence that has not been needed in the project contract (\$3,500) has been removed from the authorized contract amount.
2. Monument preservation and replacement was not needed as part of this project, as there were no monuments that were needed to be replaced/recorded with this construction contract. Additionally, the City had a contract directly with Bolton & Menk to set pins for the Subdivision required as part of this project.

This is the last change order as part of this project. Additional revenue was allocated towards this project than what was spent. The excess designated from the LOST-capital projects bucket will become additional funds available within LOST. Please note, there are some expenses related to property acquisition at the corner of Edgewood Street & Highway 14 that will utilize a small portion of the LOST funds, that have not yet been spent.

i:\public works\council items\2024\edgewood street project str 19-003\memo - str 19-003 edgewood change order #8 - 24 06 24.docx

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy





Bolton & Menk

Change Order Details

Marshalltown - Edgewood Extension

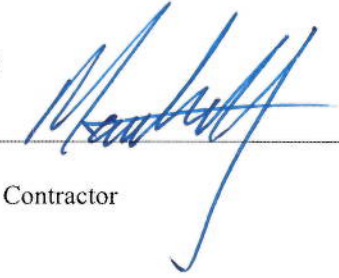
Description	
Prime Contractor	CON-STRUCT, INC.
Change Order	8
Status	Approved
Date Created	03/27/2024
Type	Local Funding
Summary	remove monument preservation
Awarded Project Amount	\$6,088,627.50
Authorized Project Amount	\$5,903,374.89
Change Order Amount	-\$4,500.00
Revised Project Amount	\$5,898,874.89

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0080	9040-108-N-1	LF	\$1.750	4,300.000	\$7,525.00	-2,000.000	-\$3,500.00	2,300.000	\$4,025.00
SILT FENCE OR SILT FENCE DITCH CHECK									
Reason: Balancing Change Order									
0088	11010-108-B-1	LS	\$1,000.000	1.000	\$1,000.00	-1.000	-\$1,000.00	0.000	\$0.00
MONUMENT PRESERVATION AND REPLACEMENT									
Reason: Balancing Change Order									
2 items			Totals		\$8,525.00		-\$4,500.00		\$4,025.00

Signatures

Agreed -



Contractor

Date:

6/13/24

Recommended -

Gregory Brownard

Date:

6/13/2024

Project Engineer

Approved -

Date:

City

**RESOLUTION APPROVING ENGINEER'S CERTIFICATE OF COMPLETION AND
ACCEPTING CON-STRUCT, INC. FOR THE EDGEWOOD STREET EXTENSION
PROJECT #STR-19003**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Edgewood Street Extension Project #STR-19003; and

WHEREAS, said project has been completed by Con-Struct, Inc., pursuant to the plans and specifications all as is set forth in the Final Acceptance and Certificate of Completion covering said project.

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

Section 1. That the labor and material for the Edgewood Street Extension, being project #STR-19003, is hereby accepted pursuant to the Engineer's Final Acceptance and Certificate of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Con-Struct, Inc., including the payment of the items called for in said contract and Certificate of Completion.

Passed this 24th day of June 2024 and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
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: June 24, 2024
RE: Edgewood Street Extension (STR 19-003)_Final Completion

Strategic Plan:

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

Plan Objective:

Plan for and construct new infrastructure.

Recommendation:

Staff recommends acceptance of Final Completion date and authorizes release of retainage following 30 days of no claims following acceptance of completion.

Budget Impact:

None with this recommendation, project budget information shown below for reference.

Construction Costs:

Change Order #8 (deduct)	\$	- 4,500.00	
Change Order #7 (deduct)	\$	- 6,067.40	
Change Order #6 (deduct)	\$	- 8,039.00	
Change Order #5 (deduct)	\$	- 19,675.50	
Change Order #4 (deduct)	\$	- 123,747.11	
Change Order #3 (deduct)	\$	- 10,653.00	
Change Order #2 (deduct)	\$	- 26,745.60	
Change Order #1	\$	9,675.00	
Construction Base	\$	6,088,627.50	Con-Struct, Inc.
	\$	5,898,874.89	TOTAL

Funding Sources

Iowa DOT RISE Grant	\$	1,640,342.00	
US EDA Grant	\$	2,956,829.00	shown less admin \$
ARPA	\$	600,000.00	
MWW (Relocation Expenses)	\$	99,758.89	finalized & paid
MWW (Main Upsize Contribution)	\$	60,000.00	finalized & paid
LOST-Capital Projects (construction)	\$	619,630.00	*Note
	\$	5,976,559.89	TOTAL

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



**Please note: There remains some property transfer at the intersection of Edgewood Street & Highway 14 that has not yet been paid/recorded. The expenses for that work are anticipated to further reduce the available LOST funds shown above. However, even after that work is complete, additional revenue was allocated towards this project than what was spent. The excess designated from the LOST-capital projects bucket will become additional funds available within LOST.*

Description/Background:

The Contractor has completed all requirements of this construction contract, submitted necessary records, and the Engineer is recommending accepting this construction contract as complete.

The project completion dates are:

Substantial Completion: December 1st, 2023 (previously approved by council: Res 2023-250)

Engineer's Notice of Final Acceptance & Certificate of Completion: June 12th, 2024

Council Approval of Completion: June 24th, 2024

The substantial completion certificate indicates the date at which the project was sufficiently complete so that the work can be utilized for the purposes for which it was intended and also the date when the warranty/bond period begins. This was within the time of completion allowed by the construction contract, as amended. There is a 4-year warranty bond that is in effect until 4 years after project substantial completion (November 30th, 2027).

The notice of final acceptance and certificate of completion indicates the date at which the project is complete, without remaining punch list items and the Engineer has received/reviewed any necessary project records. The Contractor recently completed the filling of an erosion rut along the south side of the retention base as punch list work. It has not been reseeded, but will be as part of warranty work.

With the Council's approval this evening of completion. Pending no claims, the city may release project retainage that was held after 30 days, but no later than 40 days from today's date.

i:\public works\council items\2024\edgewood street project str 19-003\memo - str 19-003 edgewood final completion - 24 06 24.docx

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



**FINAL ACCEPTANCE
AND
CERTIFICATE OF COMPLETION**

Edgewood Extension
City of Marshalltown, Iowa

Con-Struct, Inc.
1710 East Main Street
Marshalltown, IA 50158

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following exceptions and conditions:

Exceptions – None

The undersigned accepts the work constructed under the conditions and guarantee of the contract with the exceptions noted above.

The final contract amount is \$5,898,874.89

Dated this 12th of June, 2024

Recommended by Project Engineer, Bolton & Menk, Inc.

By Gregory A. Broussard

Gregory A. Broussard, Project Engineer

Accepted by Owner, City of Marshalltown

By _____

Name _____

Title _____

Date _____

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR THE
MARSHALLTOWN DOWNTOWN REVITALIZATION-FAÇADE IMPROVEMENTS
PROJECT #ECO 21-001, AN INCREASE OF \$16,107.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Cornerstone Commercial Contractor, Inc, for the labor and material for the Downtown Façade Improvements Project #ECO 21-001; and

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

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

Section 1. That the contract Change Order #5 for the Downtown Façade Improvements Project #ECO 21-001 in the increased amount of \$16,107.00 is hereby accepted and approved.

Passed this 24th day of June 2024, and signed this _____ day of June, 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
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 (*assisting with Community Development Director duties*)
DATE: June 24, 2024
RE: Marshalltown Downtown Revitalization Change Order #5 – 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:

Approve Change Order #5 in the amount of \$16,107.00.

Budget Impact:

This is an increase in expenses; the project budget has expenses that are still fully funded. The project budget (*For Information Only*) is shown below:

EXPENSES			
Description	Vendor	Amount	Notes
Engineering Contract	RDG	*\$ 120,000.00	*Plus reimbursable expenses; 2021-293 (10/25/21)
Reimbursables and Misc Permits	Varies	\$ 10,000.00	<i>estimated</i>
Grant Administration Contract	Region 6	\$ 20,000.00	02/22/22
Engineering Contract Amendment 1	RDG	\$ 5,375.00	2022-063 (03/14/22)
Asbestos Inspection Contract	Impact 7G	\$ 4,000.00	04/17/22
Engineering Contract Amendment 2	RDG	\$ 4,850.00	2022-124 (05/09/22)
Construction Contract Base w/ Change Order 1	Cornerstone	\$ 989,457	2023-087 (04/24/23)
Engineering Contract Amendment 3	RDG	\$ 10,980.00	2023-108 (05/22/23)
Engineering Contract Amendment 4	RDG	- \$ 2,520.00	2024-003 (01/08/24)
Change Order 2 (B3)	Cornerstone	\$ 1,628.00	PR 10/COR 8; paint siding
Change Order 2 (B2 & B3)	Cornerstone	\$ 40,854.00	PR 11; replace 2 nd story windows
Change Order 2 (B5 & B6)	Cornerstone	\$ 1,925.00	PR 12; install window weeps

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Change Order 2 (B3)	Cornerstone	\$ 25,740.00	PR 14/COR 11; replace transom
Change Order 2 (B6)	Cornerstone	\$ 1,171.00	PR 16 / COR 15; additional framing needs
Change Order 2 (B5)	Cornerstone	\$ 1,293.00	PR 17 / COR 16; additional wall stabilization Need
Change Order 2 (B6)	Cornerstone	\$ 1,293.00	PR 17 / COR 17; additional wall stabilization Need
Change Order 2 (B7)	Cornerstone	\$ 907.00	PR 901; flashing repair
Change Order 3 (B8)	Cornerstone	\$ 8,555.00	PR 8: signage and exterior lighting
Change Order 4 (B5)	Cornerstone	\$ 41,251.00	COR 19: additional roofing scope
Pending Change Order 5 (B5)	Cornerstone	\$ 16,107.00	COR 21: additional roofing scope
TOTAL		\$ 1,302,866.00	

REVENUE			
Description	Vendor	Amount	Notes
IEDA DTR Grant Fund (CDBG)	IEDA	\$ 500,000.00	
Rebuild Marshalltown Grant Fund	Rebuild	\$ 200,000.00	
LOST, Council-Designated for City Match	City	\$ 500,000.00	2020-281 (10/12/20); Not to exceed
LOST, Council-Designated for 21 & 23 W Main Street (Owner Share + 100% Alternates)	City	\$ 200,000.00	2023-086 (04/24/23); Not to exceed
20% Private Property Owner Share for B2 & B3_Contract Base	Property Owner	\$ 47,964.00	
20% Private Property Owner Share for B7_Contract Base	Property Owner	\$ 14,720.00	
20% Private Property Owner Share for B8_Contract Base	Property Owner	\$ 25,034.00	
Change Order 2 for B7 (20% Owner)	Property Owner	\$ 181.40	
Change Order 2 (B2 & B3) – 20% Private Property Owner Share	Property Owner	\$ 13,644.40	
Change Orders 2 & 4 (B5 & B6)	City (Property Owner)	Included in above City share	
Change Order 3 for B8 (Private Property Owner Share)	Property Owner	\$ 5,344.60	100% Property Owner for Sign; 20% Property Owner share for modification for sign install and lighting
TOTAL		\$ 1,506,888.40	

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Description/Background:

As changes are identified as either a need or possibilities, Region 6, MCB, and city staff work with the property owner to determine if they will provide owner share of the change. If they do and the non-owner share is within the budget established through grant or city sources for contingency, authorization is given to proceed to the Contractor.

This change order is for Building 5, 21 W Main, (which is owned by the City) related to conditions encountered for the roof replacement increasing the scope of work. See attached change order. In general, the condition of the masonry below the membrane on the three parapets of the building is in poor shape. Also, the membrane attachment on the front parapet (south) was mid masonry and allowed water to seep in masonry joints. The membrane attachment will be modified to correctly terminate the roof



and we are requesting concurrence through IEDA/SHPO to add a parapet cap.

Due to the time sensitivity of needing to keep construction, we are recommending this change order with the understanding that additional changes are forthcoming and that some of this work will be pending IEDA concurrence.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy





CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Overall Project Background: 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. <i>(Pentz Appliance)</i>
14, 16, 18 N CENTER	2	Joann Struebing – 3 Side Facades
1 W MAIN ST	3	Joann Struebing – 1 Front Facades <i>(currently Staging 2 Sell It)</i>
Dropped/not used	4	
21 W MAIN	5	Currently under city ownership.
23 W MAIN	6	Currently under city ownership. <i>(formerly Mi Casa)</i>
25 W MAIN	7	<i>(Smoking G's)</i>
14 W MAIN	8	Melinda Uitermarkt <i>(Stepping Stone's)</i>

The substantial completion date for this project is currently July 20, 2024. A change order to extend the project as a result of significant scope that was added with Change Order 2 to include new upper story windows for Buildings 2 & 3 is needed. On April 3rd, 2024, the City requested a project extension for the CDBG grant funds to a project grant completion date of November 22, 2024. CDBG asked that the grant extension request hold off until the windows added in Change Order 2 are on site. We will need to get grant extension concurrence from CDBG prior to issuing any formal change order to delay project completion directly with the Contractor for that item. That change order will come back for council approval at an upcoming meeting. However, specific to this work, an extension request of 7 days is recommended which will extend the Substantial Completion date to July 27, 2024.

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CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



AIA[®] Document G701[™] – 2017

CHANGE ORDER

PROJECT

Downtown Façade Improvements
Marshalltown, Iowa

ARCHITECT

RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718

CONTRACT

For: General Construction
Date: April 24, 2023

CONTRACTOR

Cornerstone Commercial Contractr.
401 7th Street
Corning, IA 50841-1615

CHANGE ORDER

Change Order: 5
Date: June 20, 2024

OWNER

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

THE CONTRACT IS CHANGED AS FOLLOWS:

Change Order Req #21 Building 5: additional roofing and parapet repairs	Add	\$	16,107.00
---	-----	----	-----------

TOTAL	\$	16,107.00
	\$	1,153,023.00
Deduct	\$	(38,949.00)
	\$	1,114,074.00
	\$	16,107.00
	\$	1,130,181.00
Add		7
		7/27/2024

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be modified by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract time will be adjusted in days

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

RDG Planning & Design

ARCHITECT



(Signature)

Scotney Fenton, AIA
Project Manager

(Printed name and title)

June 20, 2024

(Date)

RDG: 3005.009.00

Cornerstone Commercial Contractr.

CONTRACTOR

(Signature)

Owner
Jason Kentner, owner

(Printed name and title)

June 20, 2024

(Date)

City of Marshalltown, Iowa

OWNER

(Signature)

Mayor or designee

(Printed name and title)

(Date)

Cornerstone

Commercial Contractors

401 7th Street
Corning, Iowa 50841
641-322-3862 office
641-322-3405 fax

COR # 21

June 18th, 2024

Cornerstone Commercial Contractors, Inc. would like to request a change order to be issued for Building #5 roof structure preparation

Option 1:

Labor to rebuild masonry parapet walls	\$ 11,000.00
Materials for parapet walls, stucco mesh/brick/mortar	\$ 1,600.00
Parapet cap on top of terra cotta parapet	\$ 640.00
Tuckpoint and relay top 3 courses of terra cotta stone (deducted from original bid allowance, 125 sf needed)	\$ 0.00
Dumpster	\$ 675.00
Lift cost	\$ 728.00
G/C 10%	<u>\$ 1,464.00</u>
Total	\$ 16,107.00

***make note that the cost to rebuild the masonry parapet walls is considerably cheaper than the price given on COR #19 of \$74.00 per sf.

These costs are from what we can currently see from the inspection holes that were cut into the roofing. If we get in there and it is totally a mess we will identify to Heather and Scotney and see if an additional change order is appropriate.

Please add 7 Days to Contract

Total Change Order \$ 16,107.00

Thank You,

Jason Kentner
Project Manager / Owner

NOTE1: future additional adjustments deleting prefinished metal parapet caps (coping caps). Membrane roofing will be used in lieu of metal parapet caps at the east and west parapet walls.

NOTE2: pending concurrence with IEDA/SHPO on proposed work related to south parapet.

NOTE3: dumpster costs shown above are for masonry work, not roof tear off work.

NOTE4: reference COR #19 (CO #4) and RFI #7 regarding additional masonry repointing scope (including north wall) not included in the costs shown above.

NOTE5: stucco mesh provided above serves (east parapet wall) as base for plywood as per COR #19 (CO #4).

NOTE6: excludes additional rebuilding masonry parapet walls (east and west) at areas of damage.

NOTE7: includes repointing and sealant at the south terra cotta masonry parapet wall; this requires lift cost shown above.

NOTE8: excludes potential additional repairs to east face of the west parapet wall.

FIELD OBSERVATION REPORT

ISSUED:	June 18, 2024			
PROJECT:	Marshalltown, Iowa – Façade Rehabilitation – Downtown Revitalization			
RDG:	3005.009.00			
VISIT:	June 18, 2024	08:00 AM	WEATHER:	85° F partly cloudy
ATTENDANCE:	Scotney Fenton	RDG		
	Jim Allen	Cornerstone		
	Heather Thomas	City Engineer		
	T&K Roofing team			

The following observations were made as part of a field visit to the project.

PROGRESS: Building 5: roof structure preparation. [RFI #9] Existing structure at location of new LVLs. Pending installation method adjustments at this location.



Building 5: roof replacement preparation [075323-02]. [RFI #7] See also Change Order #4. Demolition and roofing installation pending resolution on proposed costs as discussed below. City Council agenda due: June 18.

DISCUSSION: Discussed existing conditions at parapet walls, revealed after the partial roof membrane demolition.

Terra cotta masonry parapet (south parapet) requires repointing; note that repointing quantity allowance is already part of COR #19. South parapet top options:

1. Repoint terra cotta masonry; provide sealant at horizontal masonry joints. Provide membrane termination bar as designed.
2. Provide prefabricated sheet metal parapet cap on top of terra cotta parapet, with membrane roofing extended below metal parapet cap. Confirm that design is allowed by IEDA/SHPO.

Masonry parapet walls (south and east walls) will not reasonably accept plywood sheathing. [Reference: RFI #7, COR #19] South parapet wall and east parapet wall options:

3. Provide masonry stucco and mesh at the side of the parapet walls to accept new membrane roofing system.

ATTACHMENTS: none

PREPARED BY: Scotney Fenton, AIA

4. Provide wood framed wall system at inside face of parapet walls to accept new membrane roofing system.

East parapet top options:

5. Termination bar on parapet wall as designed.

6. Provide roofing membrane covering on top of parapet between building #5 (21 W Main) and 19 W Main.

7. Provide prefinished sheet metal parapet cap on top of parapet, with membrane underneath of the metal cap.

See additional photos:



MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: June 19, 2024
RE: Application for City License Requiring Council Approval

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: Enforce licensing requirements.

Recommendation: Review license application for approval.

Budget Impact: \$125 in revenue for license fee.

Description/Background: City code 50.021 Application for License; Approval, requires new applications for a garbage & refuse, yard waste, and recyclables license to be approved by the City Council. LeGrand Sanitation is currently licensed however there will be new ownership taking effect 7/1. The new owners Timothy and Trevor Long have applied for a new license. The current business operations will not change with the current owner remaining the staff member doing the garbage collection. The insurance submitted with the application meets the requirements of the code. Staff recommend approval of this license.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF
MARSHALLTOWN, IOWA TO RMB COOPERATIVE**

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, property set out and described in Section 1 hereof to RMB Cooperative; and

WHEREAS, the consideration for the transfer of the real estate to RMB Cooperative, as set forth in Section 1, is the full sum of \$1,500 (One Thousand Five 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 RMB Cooperative 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.

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 conveyance and transfer of title by Quit Claim Deed to RMB Cooperative of the property:

510 East Main Street, legally described as: The West Half of Lot 11, Block 7, Marshalltown, Marshall County, Iowa

The consideration for such conveyance shall be the sum of \$1,500.00 (One Thousand Five 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.

Passed this 24th day of June 2024, and signed this ____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Bid Tab - Vacant Lots of Sale
Bid Opening May 7, 2024 at 10:00 am

	8418-35-233-019	8418-26-326-018	8318-02-205-016
Bidder Name	510 E Main St	406 Lee St	708 Lee St
Robert Burr	\$1,500	\$1,500	\$1,500
Cesar Ramirez			\$1,200
Jordan Jackson	\$1,000	\$500	\$500
Dan Oswald	\$1,001	\$550	\$550

REQUEST FOR SEALED BIDS FOR THE PURCHASE OF VACANT LOTS

The City of Marshalltown is selling 3 vacant lots. The City is offering a quit claim deed for the properties, which are being sold as is. The highest bid for each lot will be selected as the winning bid.

Sealed bids are due by **10:00 AM CST on Tuesday, May 7, 2024**. Bids must include the dollar amount of the bid and the following information (if available):

- Property address and bid amount
- Name of bidder
- Address of bidder
- Telephone number of bidder
- Email address of bidder
- Name for tax deed (will only use if the highest bidder)
- Address for the tax statement to be sent (will only use for the highest bidder)

If bidding on multiple lots, please provide a separate bid for each property. The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for Vacant Lots" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158.

Bids received after the due date and time will not be accepted. The City reserves the right to reject all bids and to waive any irregularities.

Following the acceptance of bids, the City of Marshalltown will have resolutions setting public hearings on the sale of the parcels at the May 13th City Council meeting. The public hearings will be held at the May 28th City Council meeting, following consideration of a resolution to approve the sale. Closing on the properties will take place after May 28th, with the purchaser to provide payment in full before the quit claim deed is provided. The information below is a brief description of each of the properties for sale.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Please note that an accessory building will not be allowed as the only structure on each of these parcels, unless an adjoining property owner is the purchaser and provides an affidavit of non-separation.

510 East Main Street (Parcel 8418-26-484-013)

Zoning: Mixed-Use

Size: 60x180

Mixed office, retail, and residential uses in neighborhood centers or in close proximity to residential areas. No driveway or parking shall be allowed on the empty parcel unless the parcel is developed with authorized use. An accessory structure, such as a garage, is not allowed unless the lot is combined with an adjacent lot that contains an authorized primary use building. Installation of commercial parking lots are only allowed if limited use requirements are followed.

406 Lee Street (Parcel 8418-26-430-018)

Zoning: Medium-Density Residential (RM) Size: 50x125

Lot will allow for new residential structure to be built. Single-family and duplex homes, townhomes, or small multiple-family developments, at a density of 6-18 units per acre. No driveway or parking shall be allowed on the empty parcel unless the parcel is developed with authorized use. An accessory structure, such as a garage, is not allowed unless the lot is combined with an adjacent lot that contains an authorized primary use building. Installation of commercial parking lots are only allowed by Special Use Permit.

708 Lee Street (Parcel 8418-25-308-012)

Zoning: Medium-Density Residential (RM) Size: 63x138

Lot will allow for new residential structure to be built. Single-family and duplex homes, townhomes, or small multiple-family developments, at a density of 6-18 units per acre. No driveway or parking shall be allowed on the empty parcel unless the parcel is developed with authorized use. An accessory structure, such as a garage, is not allowed unless the lot is combined with an adjacent lot that contains an authorized primary use building. Installation of commercial parking lots are only allowed by Special Use Permit.

For bidding questions contact:

Alicia Hunter, City Clerk
clerk@marshalltown-ia.gov
641-754-5701 x1101

For zoning questions contact:

Hector Hernandez, Planner
hhernandez@marshalltown-ia.gov
641-754-5756 x3108

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



PURCHASE OF CITY OF MARSHALLTOWN VACANT LOT BID SHEET

Sealed bids are due by **10:00 AM CST on Tuesday, May 7, 2024**. Bids must include the dollar amount of the bid and the following information:

Property Address:	
Bid Amount:	
Name of Bidder:	
Bidder Address:	
Bidder Phone:	
Bidder Email:	
Name for deed if awarded:	
Address for the tax statement:	

If bidding on multiple lots, please provide a separate bid for each property. The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for Vacant Lots" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158.

Bids received after the due date and time will not be accepted. The City reserves the right to reject all bids and to waive any irregularities.

LOTS FOR SALE:

- **510 East Main Street (Parcel 8418-26-484-013)**
- **406 Lee Street (Parcel 8418-26-430-018)**
- **708 Lee Street (Parcel 8418-25-308-012)**

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 406 LEE STREET FROM THE CITY OF MARSHALLTOWN,
IOWA TO RMB COOPERATIVE**

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, property set out and described in Section 1 hereof to RMB Cooperative; and

WHEREAS, the consideration for the transfer of the real estate to RMB Cooperative, as set forth in Section 1, is the full sum of \$1,500 (One Thousand Five 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 RMB Cooperative 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.

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 conveyance and transfer of title by Quit Claim Deed to RMB Cooperative of the property:

406 Lee Street, legally described as: Lot 4, Block 1, Church & Cottle's Addition to Marshall, Marshall County, Iowa, subject to easements and restrictions of record.

The consideration for such conveyance shall be the sum of \$1,500.00 (One Thousand Five 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.

Passed this 24th day of June 2024, and signed this ____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

REQUEST FOR SEALED BIDS FOR THE PURCHASE OF VACANT LOTS

The City of Marshalltown is selling 3 vacant lots. The City is offering a quit claim deed for the properties, which are being sold as is. The highest bid for each lot will be selected as the winning bid.

Sealed bids are due by **10:00 AM CST on Tuesday, May 7, 2024**. Bids must include the dollar amount of the bid and the following information (if available):

- Property address and bid amount
- Name of bidder
- Address of bidder
- Telephone number of bidder
- Email address of bidder
- Name for tax deed (will only use if the highest bidder)
- Address for the tax statement to be sent (will only use for the highest bidder)

If bidding on multiple lots, please provide a separate bid for each property. The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for Vacant Lots" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158.

Bids received after the due date and time will not be accepted. The City reserves the right to reject all bids and to waive any irregularities.

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CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Please note that an accessory building will not be allowed as the only structure on each of these parcels, unless an adjoining property owner is the purchaser and provides an affidavit of non-separation.

510 East Main Street (Parcel 8418-26-484-013)

Zoning: Mixed-Use

Size: 60x180

Mixed office, retail, and residential uses in neighborhood centers or in close proximity to residential areas. No driveway or parking shall be allowed on the empty parcel unless the parcel is developed with authorized use. An accessory structure, such as a garage, is not allowed unless the lot is combined with an adjacent lot that contains an authorized primary use building. Installation of commercial parking lots are only allowed if limited use requirements are followed.

406 Lee Street (Parcel 8418-26-430-018)

Zoning: Medium-Density Residential (RM) Size: 50x125

Lot will allow for new residential structure to be built. Single-family and duplex homes, townhomes, or small multiple-family developments, at a density of 6-18 units per acre. No driveway or parking shall be allowed on the empty parcel unless the parcel is developed with authorized use. An accessory structure, such as a garage, is not allowed unless the lot is combined with an adjacent lot that contains an authorized primary use building. Installation of commercial parking lots are only allowed by Special Use Permit.

708 Lee Street (Parcel 8418-25-308-012)

Zoning: Medium-Density Residential (RM) Size: 63x138

Lot will allow for new residential structure to be built. Single-family and duplex homes, townhomes, or small multiple-family developments, at a density of 6-18 units per acre. No driveway or parking shall be allowed on the empty parcel unless the parcel is developed with authorized use. An accessory structure, such as a garage, is not allowed unless the lot is combined with an adjacent lot that contains an authorized primary use building. Installation of commercial parking lots are only allowed by Special Use Permit.

For bidding questions contact:

Alicia Hunter, City Clerk
clerk@marshalltown-ia.gov
641-754-5701 x1101

For zoning questions contact:

Hector Hernandez, Planner
hhernandez@marshalltown-ia.gov
641-754-5756 x3108

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



PURCHASE OF CITY OF MARSHALLTOWN VACANT LOT BID SHEET

Sealed bids are due by **10:00 AM CST on Tuesday, May 7, 2024**. Bids must include the dollar amount of the bid and the following information:

Property Address:	
Bid Amount:	
Name of Bidder:	
Bidder Address:	
Bidder Phone:	
Bidder Email:	
Name for deed if awarded:	
Address for the tax statement:	

If bidding on multiple lots, please provide a separate bid for each property. The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for Vacant Lots" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158.

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LOTS FOR SALE:

- **510 East Main Street (Parcel 8418-26-484-013)**
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CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Bid Tab - Vacant Lots of Sale
Bid Opening May 7, 2024 at 10:00 am

	8418-35-233-019	8418-26-326-018	8318-02-205-016
Bidder Name	510 E Main St	406 Lee St	708 Lee St
Robert Burr	\$1,500	\$1,500	\$1,500
Cesar Ramirez			\$1,200
Jordan Jackson	\$1,000	\$500	\$500
Dan Oswald	\$1,001	\$550	\$550

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 708 LEE STREET FROM THE CITY OF MARSHALLTOWN,
IOWA TO RMB COOPERATIVE**

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, property set out and described in Section 1 hereof to RMB Cooperative; and

WHEREAS, the consideration for the transfer of the real estate to RMB Cooperative, as set forth in Section 1, is the full sum of \$1,500 (One Thousand Five 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 RMB Cooperative 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.

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 conveyance and transfer of title by Quit Claim Deed to RMB Cooperative of the property:

708 Lee Street, legally described as: Lot 13 and the East One-half of Lot 12, all in Block 8, in Sunrise Addition to the Original Town of Marshall, Marshall County, Iowa, subject to easements and restrictions of record, if any.

The consideration for such conveyance shall be the sum of \$1,500.00 (One Thousand Five 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.

Passed this 24th day of June 2024, and signed this ____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

REQUEST FOR SEALED BIDS FOR THE PURCHASE OF VACANT LOTS

The City of Marshalltown is selling 3 vacant lots. The City is offering a quit claim deed for the properties, which are being sold as is. The highest bid for each lot will be selected as the winning bid.

Sealed bids are due by **10:00 AM CST on Tuesday, May 7, 2024**. Bids must include the dollar amount of the bid and the following information (if available):

- Property address and bid amount
- Name of bidder
- Address of bidder
- Telephone number of bidder
- Email address of bidder
- Name for tax deed (will only use if the highest bidder)
- Address for the tax statement to be sent (will only use for the highest bidder)

If bidding on multiple lots, please provide a separate bid for each property. The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for Vacant Lots" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158.

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CITY COUNCIL

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Cesar Ramirez			\$1,200
Jordan Jackson	\$1,000	\$500	\$500
Dan Oswald	\$1,001	\$550	\$550

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
\$263,000 WITH HR GREEN, INC. FOR DESIGN SERVICES FOR THE WPC SLUDGE
THICKENING IMPROVEMENT PROJECT, #WPC24001**

WHEREAS, the City of Marshalltown hired HR Green to study our existing end-of-life sludge thickening equipment at the Water Pollution Control Plant and develop a project concept for replacement of existing equipment; and

WHEREAS, the Study was completed in May 2024 and presented to the City Staff; and

WHEREAS, the City Council approved FY24 and FY25 budgets to accommodate the design of this project; and

WHEREAS, HR Green Inc has submitted a Professional Services Agreement for the design and bidding of the WPC Sludge Thickening Improvement at a cost of \$263,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Professional Services Agreement with HR Green Inc for the scope, totaling \$263,000, is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 24th day of June, 2024, and signed this _____ day of June, 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: June 24, 2024
RE: Design Engineering _ WPC Sludge Thickening Improvements _ WPC 24-001

Strategic Plan:

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

Plan Objective: Plan for and construct new infrastructure; Plan and fund improvements to the City's infrastructure and buildings

Recommendation: Approve Professional Services Agreement with HR Green

Budget Impact: \$263,000 in FY25. This was budgeted for in FY24 and FY25 in Fund 615, utilizing cash-on-hand. Due to delay in getting design started, the FY24 funds will be pushed back to FY25 when we amend FY25 budget this winter.

Description/Background: Our treatment facility utilizes Dissolved Air Flotation (DAF) units to thicken sludge coming from the waste activated sludge (WAS) basins and sequencing batch reactors (SBR) from about 0.5% to about 4.0% prior to combining with primary sludge and sending to the digesters. We have two DAF units, one installed in 1980 and the other in 1986. Both are at (or past) their end of life.

City staff had spoken with multiple engineering firms; utilized information obtained in wastewater conferences, training, and organizations; and had also been evaluating some concerns related to biosolids application land (WPC Farm) likely being converted to development land in the near future to figure out the best path forward. Through that process, city staff felt HR Green brought the experience, qualifications, and willingness to work with City Staff to address both outdated wastewater equipment concerns and biosolids concerns. The City entered into a \$16,900 contract with HR Green for a study to develop a concept for addressing both concerns in August 2023. Throughout the study, city staff coordinated with HR Green to utilizing their experience/knowledge and our concerns to develop a project concept that would allow the replacement of this equipment to also provide for the ability to also thicken the sludge that we store in our sludge storage tanks that is ultimately applied as Biosolids. In May 2024, city staff met with HR Green to review the final results of the study and determined we would like to proceed with replacement of our two DAF units with two Rotary Drum Thickener (RDT) units.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



The RDT units will be designed to thicken WAS/SBR sludge to 5.0% and will serve as equivalent replacement equipment for the DAF units. However, we plan to dual purpose the new RDT units so that they can also be used to thicken the sludge (Post Digestion Sludge) that we store for biosolids application. We currently store biosolids sludge at around 3%, have 4.75 MG storage available, and need to land apply 2x per year as we generate about 7.5 MG of biosolids sludge/year at 3%.

Utilizing the RDT units to thicken sludge that is stored and applied as biosolids from 3% to 6% (design, but target 7%) will allow our existing storage tanks to be able to accommodate a full year of biosolids sludge. This change would be needed in the event the WPC Farm, or a portion of it, is converted to Development ground as this is currently our Spring Biosolids application area.

The concept work and also the design work will take into consideration that we will need to comply with Nutrient Reduction Strategy (NRS) in the not-so-distant future. The change in treatment necessary to comply with NRS will also increase sludge production, though the extent is not yet known. Therefore, space and piping will be set up to provide the ability to add a third RDT unit in the future if the NRS requires it. Additional sludge storage capacity may be needed at that time or we may need to consider alternatives to land application of biosolids.

Conceptual Estimates indicate construction of the first phase of this project is likely in the \$3M range. Time needed to get through design and Iowa DNR approvals will likely lead to a bid opening sometime in early to mid-2025. Lead times on equipment are long, so it is most likely that any construction would not occur until 2026.

We recommend approval of this engineering contract.

i:\public works\council items\2024\wpc 24-001 hrgreen sludge thickening improvements\memo_wpc sludge thickening improvements design engineering_24 06 24.docx

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy





PROFESSIONAL SERVICES AGREEMENT

For

Sludge Thickening Improvements

Bob Ranson, WPCP Superintendent
City of Marshalltown
1001 Woodland Street
Marshalltown, IA, 50158
641-754-5709

Joe Frankl, PE, Project Manager
HR Green, Inc.
5525 Merle Hay Rd. Suite 200
Johnston, IA, 50131
2302996

June 19, 2024

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3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
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6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS



THIS **AGREEMENT** is between City of Marshalltown, IA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The Marshalltown Water Pollution Control Plant (WPCP) is a 13 million gallon per day (MGD) wastewater treatment facility serving over 9,000 homes and businesses including large industries.

The Thickening Building at the WPCP houses sludge thickening equipment in a room attached to a maintenance garage. Waste activated sludge (WAS) from the Activated Sludge Basins and the Sequencing Batch Reactors (SBRs) is currently thickened ahead of digestion using two (2) Dissolved Air Flotation (DAF) units. One existing rectangular DAF unit was installed in 1980, and the other was installed in 1986. Both existing DAF units are at the end of their useful life. Current operation includes thickening the WAS from approximately 0.5% to 4% total solids (TS) in the DAF before being combined with primary sludge in the Sludge Day Tank. Thickened sludge is then conveyed from the Sludge Day Tank to the anaerobic digesters. Digested sludge (biosolids) is pumped from Digester #3 out to one of the sludge storage tanks via a digester transfer pump located in the Digester Control Building. Biosolids is stored in one of two steel sludge storage tanks at the south end of the WPCP or a third smaller tank just south of the Thickening Building. Biosolids are typically land applied ~~bi~~biannually, but the CLIENT has indicated that ~~bi~~annual applications will be necessary in the near future due to application ground availability challenges.

COMPANY shall provide the services necessary to complete analysis and design for a project to replace the existing DAF units with Rotary Drum Thickener (RDT) equipment for WAS thickening and to add RDT equipment for post-digestion thickening. Post-digestion thickening includes thickening the digested biosolids prior to sending to the sludge storage tanks, which would create an opportunity to reduce the volume of biosolids to be land applied and store for longer periods of time with the current storage tanks. The design shall include replacement of the existing liquid polymer feed system in the Thickening Building. The design shall consider RDT unit configuration within the existing space to maximize the thickening capacity.

The existing electrical system consists of one motor control center (MCC-F) and one control panel (SPCP-F) located in the existing Thickening Building. Design will include replacement of MCC-F and SPCP-F with in-kind equipment to serve the new thickening equipment.

The existing exhaust fans supporting the DAF units will be replaced with new exhaust fans to serve the new RDT equipment.

The design requirements for the project will follow the recommendations for the 'Base Project' from the Sludge Thickening Improvements Technical Memorandum prepared by COMPANY and are summarized as follows:

- The new WAS Thickening RDT unit and Post-Digestion Thickening RDT units will be sized to operate for no more than 16 hours per day.

- Target thickened sludge concentration from each WAS Thickening RDT unit and Post-Digestion RDT unit shall be 5.0 percent and 7.0 percent total solids, respectively.
- Provide stairs, ladders, and/or access platforms as necessary for operations staff to maintain the new RDT equipment.
- Provide effluent solids discharge hoppers beneath the new RDTs along with thickened sludge pumping for both WAS Thickening and Post-Digestion Thickening.
- Design for in-kind replacement of the existing Digester Transfer Pump in the Digester Control Building. Connect to existing discharge piping in the yard to accommodate Post-Digestion Thickening.
- Provide electrical and controls modifications to power the new RDT equipment, including wash water, thickened sludge pumping, digester transfer pump, and new polymer system.
- Provide ventilation connections from new RDT units to new exhaust fans and replace exhaust fans serving the Thickening Building.

COMPANY will provide professional engineering services for CLIENT for the design and bidding of the Sludge Thickening Improvements project as described herein.

1.2 Design Criteria/Assumptions

1. Project will be bid in one (1) bid package.
2. Utilize existing data available from CLIENT for contract drawing backgrounds. Additionally, COMPANY to make site visit to gather critical field measurements and additional survey information as needed for the design.
3. New RDT equipment will not exceed existing floor design capacity in the Thickening Building. No structural floor modifications are anticipated.
4. Replacement of electrical equipment in the Thickening Building will be with in-kind equipment and a similar arrangement. No other electrical modifications are anticipated or included in the scope.
5. Upstream WAS pumping capacity is suitable to deliver future needs to the proposed RDT units. No upstream WAS pumping or yard piping improvements have been included.
6. WAS piping to feed the new RDT units will tie-into the existing WAS piping inside the northwest corner of the Thickening Building.
7. Thickened sludge pumping units downstream of the existing DAF units will be replaced with thickened sludge pumps to serve the new RDT units and the WAS Thickening and Post-Digestion Thickening operations.
8. Thickened WAS pump discharge piping will tie-into the existing thickened WAS piping in the Thickening Building. The existing floor penetration will be re-used to tie-into the thickened WAS yard piping from the Thickening Building to the Sludge Day Tank.
9. The existing digested sludge yard piping will be intercepted between the digesters and Sludge Storage Tank #4 to feed the Post-Digestion Thickening RDT in the Thickening Building. Solids effluent from the Post-Digestion Thickening RDT will be pumped to tie into existing digested sludge piping in the yard, south of Sludge Storage Tank #4.
10. The filtrate effluent water from the new RDT units will be routed to the existing DAF filtrate sump on the east end of the Thickening Building.

11. New exhaust fans and associated ductwork to serve the new RDT equipment will be provided along with replacement of existing exhaust fans are anticipated. No other HVAC modifications are anticipated in the Thickening Building.
12. Sufficient water source is available in the Thickening Building to feed the new polymer feed system and the new wash water pumps serving the new RDT units.
13. There is one (1) existing Digester Transfer Pump in the Digester Control Building which will be replaced in-kind due to the age of the pump. No other modifications are anticipated in the Digester Control Building.
14. The sludge loading projections from the Sludge Thickening Improvements Study will serve as the basis of design for the project. The Sludge Thickening Improvements Study will serve as the engineering report submitted to Iowa DNR for regulatory approval/construction permit issuance for the project.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

1. Project Management

- a. Project Management. Provide on-going project management. Project management to include review of budget and schedule, project staffing, invoicing to the CLIENT, and internal/subconsultant coordination. Assume project duration is approximately seven (7) months.
- b. Project Kickoff Meeting. The project was discussed with CLIENT staff during a meeting to review the Sludge Thickening Improvements Study on May 9, 2024. Consequently, no formal kickoff meeting is anticipated or scoped. COMPANY will coordinate with CLIENT through phone conversation or email for any questions or discussion regarding project kickoff and CLIENT requirements.
- c. QC Review. Conduct an internal quality control (QC) review of the design and costs. QC is planned for the design deliverable milestones as indicated below.

2. Design Services

- a. Design of improvements to thickening process, as described in Section 1.0 "Project Understanding".
- b. Prepare construction specifications and contract documents for the improvements described herein, for one (1) bid package. EJCDC, version 2018, General Conditions-based COMPANY front-end specifications will be used. COMPANY shall supply supplemental technical specifications to be included in the contract documents. Contract documents will be submitted to the CLIENT for review at the 50%, 90%, and final design completion milestones.
 - i. 50% Design generally is defined to include the following:
 1. Preparation of final site plans including locations of equipment, and major piping. The site plans are all finalized during this phase to allow final detailing in the next phase of design.
 2. Preliminary sections, plans, and profile drawings.
 3. Prepare structural and mechanical drawings, as needed.

4. Develop motor control center layouts and elevations. Develop preliminary P&IDs.
5. Draft specifications for major equipment (RDTs, thickened sludge pumps, polymer systems, and major electrical equipment).
- ii. 90% Design generally is defined as adding final details to drawings and completing the specifications; 90% design includes the following:
 1. Prepare remaining general specifications. Finalize specifications for civil, mechanical, and electrical equipment.
 2. Finalize drawings and complete standard detail sheets and notes sheets.
- iii. Design Completion generally is defined as the final review of documents prior to submittal to permitting agencies and prior to bidding. Final documents are submitted to CLIENT for review and comments are incorporated into final bid set documents. Bid set documents are submitted to regulatory agencies, if required.
- c. Prepare an opinion of probable cost for the project at the 50% and 90% complete milestones. Provide a final opinion of probable cost for the project to file with the completed documents.
- d. Submit electronic copies in PDF format and up to five (5) hard copies of the drawings (11"x17" size), specifications, contract documents, and opinion of probable cost at the 50%, 90%, and Design Completion milestones to CLIENT for review and approval.
- e. Provide an internal quality assurance and quality control review of final documents.
- f. Prepare and submit construction permit application documents to the IDNR for approval, if required.
- g. Develop a recommendation for construction duration to establish construction contract completion date in contract documents.
- h. Conduct an onsite meeting with the CLIENT to review the documents at each milestone (two meetings included). Incorporate comments as appropriate for bidding.

3. Bidding Assistance

Provide bid period engineering services as follows:

- a. Provide on-going project management for this phase of the project. This phase is expected to be complete within two (2) months. It is assumed that City will take care to place documents on file, set notice dates, conduct public hearing and bid opening.
- b. Assist the CLIENT in advertising for and obtaining bids for construction, receive and process deposits for bidding documents, and maintain a record of prospective bidders to whom bid documents have been issued.
- c. Assist CLIENT in answering questions from contractors and suppliers throughout the bidding phase.
- d. Issue Addenda as appropriate to interpret, clarify or expand bidding documents.
- e. Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by

the Contractor for those portions of the work where such acceptability is required by the bidding documents.

- f. Conduct a pre-bid meeting and tour of the proposed improvements. COMPANY's role will include the technical elements of the construction project, construction sequencing, etc.
- g. Assist the CLIENT in evaluating bids and awarding contracts for construction. City responsible for legal and insurance review of contracts.

3.0 Deliverables and Schedules Included in this Agreement

The project schedule will be coordinated with the CLIENT,

1. Kick-off meeting (previously completed) May 9, 2024
2. Notice to Proceed – NTP.....June 24, 2024 (anticipated by CLIENT)
3. 50% complete documents to CLIENT16 Weeks after NTP
4. 50% complete review meeting17 Weeks after NTP
5. 90% complete documents to CLIENT23 Weeks after NTP
6. 90% complete review meeting24 Weeks after NTP
7. Submit final documents to CLIENT and IDNR28 Weeks after NTP
8. Bid opening, award contract..... TBD

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Construction phase services.
- Engineering services for the 'Future Project' as defined in the Marshalltown Sludge Thickening Improvements Technical Memorandum.
- Evaluation of additional alternatives or equipment not listed in this scope.
- Addition of a lifting mechanism in the existing Thickening Building.
- Evaluation or design services for inclusion of a fire suppression system in the Thickening Building. This building is not anticipated to cross the building code threshold which would require fire suppression per building code.
- Replacement of building interior or exterior lighting.
- Improvements within the Digester Control Building beyond replacement of the pump.
- Additional evaluation and engineering services for WAS pumping, piping, and drain piping which are anticipated to be sufficient.
- Detailed investigations of other areas of the plant not identified in the scope.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None anticipated.

6.0 Client Responsibilities

City staff shall provide the following items:

1. City staff has already provided many of the historical drawings and plant records during the RDT Sludge Thickening Study project. Should additional information become necessary during final design, provide WPCP available files and drawings pertinent to the COMPANY's work on the project, including the following:
 - a. Any "As-built" documentation (plans) of the existing site, structures, equipment, buildings related to the project.
 - b. Any documentation showing utility information within the project area.
2. Prompt review of information submitted by the COMPANY.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.



7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$263,000.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

Either the CLIENT or the COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

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 COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following

completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance

with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may

be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent



registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Joseph P. Frankl, P.E.

Approved by: _____

Printed/Typed Name: Michael J. Roth, P.E.

Title: Vice President Date: _____

City of Marshalltown

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 24 NORTH 1ST AVENUE FROM THE CITY OF
MARSHALLTOWN, IOWA TO MOBIUS GROUP**

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, property set out and described in Section 1 hereof to Mobius Group; and

WHEREAS, the consideration for the transfer of the real estate to Mobius Group, as set forth in Section 1, is the full sum of \$3,000 (Three Thousand 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 Mobius Group 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.

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 conveyance and transfer of title by Quit Claim Deed to Mobius Group of the property:

24 North 1st Avenue, legally described as: THE NORTH 40 FEET OF THE SOUTH 80 FEET OF LOTS 1 AND 2 IN BLOCK 10 IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT THE WEST 20 FEET OF LOT 2; AND PARCEL "A" IN SAID LOT 2 BLOCK 10, ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY RECORDED IN DOCUMENT #2012-00000105 OF THE RECORDS OF THE RECORDER'S OFFICE OF MARSHALL COUNTY, IOWA.

The consideration for such conveyance shall be the sum of \$3,000.00 (Three Thousand 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.

Passed this 24th day of June 2024, and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: June 20, 2024
RE: Public Hearing on Conveyance and Transfer of 24 N 1st Ave

Strategic Plan:

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

Plan Objective: Sell vacant city property.

Recommendation: Adopt the resolution approving the sale of 24 N 1st Avenue.

Budget Impact: \$3,000 revenue

Description/Background: The City of Marshalltown solicited sealed bids for the property at 24 North 1st Avenue. The City is offering a Quit Claim Deed for the property that is being sold as a vacant lot. Sealed bids were due by 10:00 a.m. on May 31, 2024, with the highest bid being selected as the winning bid. The City received 1 bid for the property from The Mobius Group for \$3,000. The Mobius Group is the owner of the adjacent property and they plan to combine the parcels.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



MARSHALLTOWN

I O W A

CITY CLERK'S OFFICE

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

REQUEST FOR SEALED BIDS FOR THE PURCHASE OF VACANT LOTS

The City of Marshalltown is selling vacant lots. The City is offering a quit claim deed for the properties, which are being sold as is. The highest bid for each lot will be selected as the winning bid. Sealed bids are due by **10:00 AM CST on Friday, May 31, 2024**. Bids must include the dollar amount of the bid and the following information (if available):

- Property address and bid amount
- Name of bidder
- Address of bidder
- Telephone number of bidder
- Email address of bidder
- Name for tax deed (will only use if the highest bidder)
- Address for the tax statement to be sent (will only use for the highest bidder)

If bidding on multiple lots, please provide a separate bid for each property. The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for Vacant Lots" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158. Bids received after the due date and time will not be accepted. The City reserves the right to reject all bids and to waive any irregularities.

Following the acceptance of bids, the City of Marshalltown will have resolutions setting public hearings on the sale of the parcels at the June 10th City Council meeting. The public hearings will be held at the June 24th City Council meeting, following consideration of a resolution to approve the sale. Closing on the properties will take place after June 24th, with the purchaser to provide payment in full before the quit claim deed is provided. The information below is a brief description of each of the properties for sale.

Please note that an accessory building will not be allowed as the only structure on residential parcels, unless an adjoining property owner is the purchaser and provides an affidavit of non-separation. Consult with City Planner for zoning requirements, 641-754-5756.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



817-819 N 5th Avenue – These parcels will be sold together as one buildable lot.

Legal Description 817: LOT TEN IN BLOCK SIX AND VACATED ALLEY ADJOINING SAID LOT IN BINFORD PARK MANOR ADDITION TO THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA. Zoning: Medium-Density Residential, Size: 50 X 150 AND REAR LOT 50 X 16

Legal Description 819: LOT NINE IN BLOCK SIX AND VACATED ALLEY ADJOINING SAID LOT IN BINFORD PARK MANOR ADDITION TO THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA. Zoning: Medium-Density Residential, Size: 50 X 150 AND REAR LOT 50 X 16

Zoning use: Single-family and duplex homes, townhomes, or small multiple-family developments at a density of 6-18 units per acre. The infill option promotes efficient use of land, infrastructure, and other resources and allows for additional density and land uses compared to conventional. No driveway or parking shall be allowed on the empty parcel unless the parcel is developed with authorized use. An accessory structure, such as a garage, is not allowed unless the lot is combined with an adjacent lot that contains an authorized primary use building. Installation of commercial parking lots are only allowed if limited use requirements are followed.

24 N 1st Avenue (Parcel 8418-26-456-033)

Legal Description: N 40' S 80' OF LOT 2 EX W 20' & N 40' S 80' LOT 1 BLK 10 AND PARCEL A IN LOT 2 BLK 10 Zoning: Urban Core Size: 4656 square foot, irregular

Zoning use: Mixed office, retail, medical, institutional, and residential uses in the more intense setting of the urban core, including downtown.

The City of Marshalltown demolished a structure on this lot that had a shared wall with the adjoining building located at 22 N 1st Ave. When the previously shared wall became an exterior wall, we suspect the outside edge now extends across the property line. Should this property sell to any property owner other than 22 N 1st Ave, the City of Marshalltown will hire a land surveyor prior to deeding the property to the buyer to adjust the southern property line to confirm there is no encroachment with this lot, or if there is encroachment – have the portion of the lot split off that contains the adjacent building. The exact dimensions of this lot will be subject to that potential split. If this property sells to the property owner of 22 N 1st Ave, the buyer should file an Affidavit of Non-Severability and request for combining parcels to Marshall County at the time of recording the deed for this property transaction.

For bidding questions contact:

Alicia Hunter, City Clerk
clerk@marshalltown-ia.gov
641-754-5701 x1101

For zoning questions contact:

Hector Hernandez, Planner
hhernandez@marshalltown-ia.gov
641-754-5756 x3108

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



PURCHASE OF CITY OF MARSHALLTOWN VACANT LOT BID SHEET

Sealed bids are due by **10:00 AM CST on Friday, May 31, 2024**. Bids must include the dollar amount of the bid and the following information:

Property Address:	
Bid Amount:	
Name of Bidder:	
Bidder Address:	
Bidder Phone:	
Bidder Email:	
Name for deed if awarded:	
Address for the tax statement:	

If bidding on multiple lots, please provide a separate bid for each property. The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for Vacant Lots" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158.

Bids received after the due date and time will not be accepted. The City reserves the right to reject all bids and to waive any irregularities.

LOTS FOR SALE:

- **817-819 N 5th Avenue**
- **24 N 1st Avenue**

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Bid Tab - Vacant Lots of Sale
Bid Opening May 31, 2024 at 10:00 am

Bidder Name	817-819 N 5TH AVE	24 N 1ST AVE
Joel Duden	\$1,000	
Dan Oswald	\$2,001	
Manuel Saldana	\$5,000	
Catherine Gooding	\$2,350	
Mobius Group		\$3,000

Note

Note: Bid withdrawn following discussion with City Planner on requirements if they were to develop property.

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 817-819 NORTH 5TH AVENUE FROM THE CITY OF
MARSHALLTOWN, IOWA TO CATHERINE GOODING**

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, property set out and described in Section 1 hereof to Catherine Gooding; and

WHEREAS, the consideration for the transfer of the real estate to Catherine Gooding, as set forth in Section 1, is the full sum of \$2,350 (Two Thousand Three Hundred Fifty 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 Catherine Gooding 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.

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 conveyance and transfer of title by Quit Claim Deed to Catherine Gooding of the property:

817-819 North 5th Avenue, legally described as: LOT NINE IN BLOCK SIX AND VACATED ALLEY ADJOINING SAID LOT IN BINFORD PARK MANOR ADDITION TO THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA; AND LOT TEN IN BLOCK SIX AND VACATED ALLEY ADJOINING SAID LOT IN BINFORD PARK MANOR ADDITION TO THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

The consideration for such conveyance shall be the sum of \$2,350.00 (Two Thousand Three-Hundred Fifty 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.

Passed this 24th day of June 2024, and signed this _____ day of June 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: June 20, 2024
RE: Public Hearing on Conveyance and Transfer of 817-819 N 5th Ave

Strategic Plan:

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

Plan Objective: Sell vacant city property.

Recommendation: Adopt the resolution approving the sale of 817-819 N 5th Ave

Budget Impact: \$2,350 revenue

Description/Background: The City of Marshalltown solicited sealed bids for the property at 817-819 N 5th Avenue. The City is offering a Quit Claim Deed for the property that is being sold as a vacant lot. Sealed bids were due by 10:00 a.m. on May 31, 2024, with the highest bid being selected as the winning bid. The City received 4 bids for the property. The high bidder withdrew his bid. The second high bid was from Catherine Gooding for \$2,350. She also owns the property across the street at 901 N 5th Ave.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Bid Tab - Vacant Lots of Sale
Bid Opening May 31, 2024 at 10:00 am

Bidder Name	817-819 N 5TH AVE	24 N 1ST AVE
Joel Duden	\$1,000	
Dan Oswald	\$2,001	
Manuel Saldana	\$5,000	
Catherine Gooding	\$2,350	
Mobius Group		\$3,000

Note

Note: Bid withdrawn following discussion with City Planner on requirements if they were to develop property.

MARSHALLTOWN

I O W A

CITY CLERK'S OFFICE

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

REQUEST FOR SEALED BIDS FOR THE PURCHASE OF VACANT LOTS

The City of Marshalltown is selling vacant lots. The City is offering a quit claim deed for the properties, which are being sold as is. The highest bid for each lot will be selected as the winning bid. Sealed bids are due by **10:00 AM CST on Friday, May 31, 2024**. Bids must include the dollar amount of the bid and the following information (if available):

- Property address and bid amount
- Name of bidder
- Address of bidder
- Telephone number of bidder
- Email address of bidder
- Name for tax deed (will only use if the highest bidder)
- Address for the tax statement to be sent (will only use for the highest bidder)

If bidding on multiple lots, please provide a separate bid for each property. The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for Vacant Lots" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158. Bids received after the due date and time will not be accepted. The City reserves the right to reject all bids and to waive any irregularities.

Following the acceptance of bids, the City of Marshalltown will have resolutions setting public hearings on the sale of the parcels at the June 10th City Council meeting. The public hearings will be held at the June 24th City Council meeting, following consideration of a resolution to approve the sale. Closing on the properties will take place after June 24th, with the purchaser to provide payment in full before the quit claim deed is provided. The information below is a brief description of each of the properties for sale.

Please note that an accessory building will not be allowed as the only structure on residential parcels, unless an adjoining property owner is the purchaser and provides an affidavit of non-separation. Consult with City Planner for zoning requirements, 641-754-5756.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



817-819 N 5th Avenue – These parcels will be sold together as one buildable lot.

Legal Description 817: LOT TEN IN BLOCK SIX AND VACATED ALLEY ADJOINING SAID LOT IN BINFORD PARK MANOR ADDITION TO THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA. Zoning: Medium-Density Residential, Size: 50 X 150 AND REAR LOT 50 X 16

Legal Description 819: LOT NINE IN BLOCK SIX AND VACATED ALLEY ADJOINING SAID LOT IN BINFORD PARK MANOR ADDITION TO THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA. Zoning: Medium-Density Residential, Size: 50 X 150 AND REAR LOT 50 X 16

Zoning use: Single-family and duplex homes, townhomes, or small multiple-family developments at a density of 6-18 units per acre. The infill option promotes efficient use of land, infrastructure, and other resources and allows for additional density and land uses compared to conventional. No driveway or parking shall be allowed on the empty parcel unless the parcel is developed with authorized use. An accessory structure, such as a garage, is not allowed unless the lot is combined with an adjacent lot that contains an authorized primary use building. Installation of commercial parking lots are only allowed if limited use requirements are followed.

24 N 1st Avenue (Parcel 8418-26-456-033)

Legal Description: N 40' S 80' OF LOT 2 EX W 20' & N 40' S 80' LOT 1 BLK 10 AND PARCEL A IN LOT 2 BLK 10 Zoning: Urban Core Size: 4656 square foot, irregular

Zoning use: Mixed office, retail, medical, institutional, and residential uses in the more intense setting of the urban core, including downtown.

The City of Marshalltown demolished a structure on this lot that had a shared wall with the adjoining building located at 22 N 1st Ave. When the previously shared wall became an exterior wall, we suspect the outside edge now extends across the property line. Should this property sell to any property owner other than 22 N 1st Ave, the City of Marshalltown will hire a land surveyor prior to deeding the property to the buyer to adjust the southern property line to confirm there is no encroachment with this lot, or if there is encroachment – have the portion of the lot split off that contains the adjacent building. The exact dimensions of this lot will be subject to that potential split. If this property sells to the property owner of 22 N 1st Ave, the buyer should file an Affidavit of Non-Severability and request for combining parcels to Marshall County at the time of recording the deed for this property transaction.

For bidding questions contact:

Alicia Hunter, City Clerk
clerk@marshalltown-ia.gov
641-754-5701 x1101

For zoning questions contact:

Hector Hernandez, Planner
hhernandez@marshalltown-ia.gov
641-754-5756 x3108

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



PURCHASE OF CITY OF MARSHALLTOWN VACANT LOT BID SHEET

Sealed bids are due by **10:00 AM CST on Friday, May 31, 2024**. Bids must include the dollar amount of the bid and the following information:

Property Address:	
Bid Amount:	
Name of Bidder:	
Bidder Address:	
Bidder Phone:	
Bidder Email:	
Name for deed if awarded:	
Address for the tax statement:	

If bidding on multiple lots, please provide a separate bid for each property. The City will contact you after the bids are due to let you know if you are the highest bidder or not. The bid should be in a sealed envelope marked "Sealed Bid for Vacant Lots" and submitted to the City Clerk by the date and time above at: City of Marshalltown Attn: City Clerk, 24 North Center Street Marshalltown, Iowa 50158.

Bids received after the due date and time will not be accepted. The City reserves the right to reject all bids and to waive any irregularities.

LOTS FOR SALE:

- **817-819 N 5th Avenue**
- **24 N 1st Avenue**

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



**RESOLUTION APPROVING THE LEASE AGREEMENT FOR CITY-OWNED
PROPERTY AT 403 PLAYER STREET WITH IMON COMMUNICATIONS LLC**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa a proposed Lease Agreement by and between the City of Marshalltown, Iowa and ImOn Communications LLC for their operations and partial use of 403 Player Street (Parcel 8418-308-006) for placement of an Equipment Enclosure and associated facilities, driveway, and sidewalk; and

WHEREAS, the proposed lease period exceeds three years, requiring a public hearing before the City Council can act on the proposed lease; and

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

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

Section 1. The Council met at 5:30 P.M. in the Council Chambers in the City Hall, Marshalltown, Iowa, on the 24th day of June, 2024, and held a public hearing to consider any and all comments on the proposed lease agreement.

Section 2. That the Lease Agreement by and between the City of Marshalltown, Iowa and ImOn Communications LLC, for the lease of the property for the purposes detailed in the lease, is hereby fully approved and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City. A copy of said Agreement is attached hereto setting forth the terms and legal description.

Section 3. This Resolution shall be in full force and effect from and after the passage as provided bylaw.

Passed this 24th day of June, 2024, and signed this _____ day of June, 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
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: June 24, 2024
RE: Hold Public Hearing & Approve Lease with ImOn Communications for 403 Player Street

Strategic Plan:

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

Plan Objective: None Specific

Recommendation: Approve a lease agreement with ImOn

Budget Impact: Revenue of \$ 833.00 monthly less Storm Water Utility (currently \$4.20/month) and any property taxes that the City will owe.

Description/Background:

ImOn Communications is a fiber optic telecommunication company in design on a project to provide broadband to Marshalltown. As part of their infrastructure build-out, they are needing a "Hub Site" that serves as an equipment enclosure strategically located in town. During early on discussions with ImOn, they had identified a property (707 S 4th Street, which has just been readdressed to 403 Player Street) that was shown under ownership of Marshalltown Water Works that they thought would be a good fit a hub site.

As negotiations in the lease agreement were underway, Marshalltown Water Works' attorney expressed concern with property being under Marshalltown Water Works' name and not the City of Marshalltown. Doing research into this property, the City of Marshalltown quit claim deeded it to Marshalltown Water Works in November 2019 (Resolution 2019-171). At that time, there were early discussions about additional above ground Marshalltown Water Works infrastructure being built upon the property; however, that did not come to fruition. At the last council meeting, the property was quit claim deeded back to the City of Marshalltown's name (Resolution 2024-130).

The property has multiple underground and above ground utilities under the ownership/maintenance of both Marshalltown Water Works and City of Marshalltown that make this parcel largely undevelopable if we were to create easements for the utilities located there and try to sell it. However, due to the minimal size needed for their requested Equipment Enclosure and ability to coordinate with Marshalltown Water Works and the City of Marshalltown for location/placement to still provide access to our needed utilities, this proposed Equipment Enclosure is agreeable to both Marshalltown Water Works and the City of

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



Marshalltown. It is not uncommon for the City of Marshalltown to work with private utilities to provide easement for some utility enclosures that are undesirable in street right-of-way. In this particular location, city staff feel a lease agreement will serve a similar purpose and has the added benefit of ImOn agreeing to maintain the property (mowing, snow removal, etc.) and also a small amount of revenue generation.



Figure 1: 403 Player Street

The lease agreement is attached. A few terms are summarized below:

- Grants ImOn permission to survey, construct, install, operate, inspect, protect, repair, alter, replace or remove its communications room consisting of an Equipment Enclosure and the associated underground conduits, fiber optic cable, splicing boxes, and other transmission equipment ("Equipment") on City of Marshalltown
- All new facilities placed on the premises shall be coordinated through the City of Marshalltown and avoid existing public utilities owned by the City of Marshalltown and Marshalltown Water Works. In no event shall the facilities placed by ImOn prevent access for maintenance to existing public utilities. If access to existing public utilities is needed that disturbs any placed facilities by ImOn, restoration of such facilities shall be the responsibility of ImOn.
- **TERM OF AGREEMENT:** This Agreement shall continue in force and effect for a period of five (5) years from and after the Effective Date of this Agreement.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



- **RENEWAL:** ImOn shall have the sole discretion and option to renew this Agreement for four (4) additional five (5) year renewal periods by giving notice to City of Marshalltown at least six (6) months prior to the expiration of the initial term or any renewal period. The option period(s) shall be under the same terms and conditions.
- **PAYMENT:** ImOn agrees to pay the City of Marshalltown, \$833.00 each month with an increase of two percent (2%) after each renewal while this Agreement remains in effect. *(Please note there was a typo on a previous version of lease that stated \$883.00; this has been corrected.)*
- ImOn shall mow the grass, provide snow removal for paved surfaces, and maintain the entire parcel.

City staff in both Planning & Zoning and Public Works have coordinated with ImOn for the conceptual layout below. ImOn will be installing the sidewalk, driveway, and storm water detention for the increase in impervious area.



i:\public works\council items\2024\im on lease\memo - lease of 403 player street to imon communications llc.docx

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



COMMUNICATIONS EQUIPMENT ENCLOSURE AGREEMENT

This Communications Equipment Enclosure Agreement ("Agreement") is made and entered into this ____ day of _____ 2024, ("Effective Date") by and between ImOn Communications, LLC ("ImOn"), an Iowa limited liability company, and the City of Marshalltown, Iowa, an Iowa municipal corporation ("City of Marshalltown").

- A. ImOn owns and operates certain telecommunications facilities in and around Marshalltown, Iowa.
- B. ImOn desires to place a communications equipment enclosure ("Equipment Enclosure") upon real property owned by the City of Marshalltown locally known as 403 Player Street, Marshalltown, Iowa, and legally described in Exhibit A and as follows (hereinafter referred to as the "Premises"), to provide services to its customers:

LOT 4, EXCEPT PARCEL A, OF PROGRESS SECOND ADDITION TO
MARSHALL, MARSHALL COUNTY, IOWA

In consideration of the above premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **GRANT OF LICENSE:** The City of Marshalltown hereby grants to ImOn a license ("License") to survey, construct, install, operate, inspect, protect, repair, alter, replace or remove an Equipment Enclosure and the associated underground conduits, fiber optic cable, splicing boxes, and other transmission equipment (collectively "Equipment") upon the Premises. The City of Marshalltown represents and warrants that it is the titleholder of the Premises, that it has authority to enter into this Agreement, and that the Premises is free and clear of encumbrances that might reasonably interfere with ImOn's contemplated use of the Premises. ImOn has inspected the Premises and has determined that existing utility lines upon the Premises (collectively "Utilities"), including but not limited to an electric line and two water mains, will not unreasonably interfere with ImOn's contemplated use of the Premises. ImOn shall coordinate placement of the Equipment Enclosure and Equipment upon the Premises with the City of Marshalltown to avoid these Utilities. In no event shall ImOn's Equipment Enclosure, Equipment, or activities upon the Premises prevent the City of Marshalltown's access to these Utilities. If access to the Utilities disturbs ImOn's Equipment Enclosure or Equipment, ImOn shall be solely responsible for restoring and/or relocating the same without Contribution from the City of Marshalltown.
2. **TERM OF AGREEMENT:** This Agreement shall continue in force and effect for a period of five (5) years from and after the Effective Date of this Agreement.

3. RENEWAL: ImOn shall have the sole discretion and option to renew this Agreement for four (4) additional five (5) year renewal periods by giving notice to the City of Marshalltown at least six (6) months prior to the expiration of the initial term or any renewal period. The option period(s) shall be under the same terms and conditions.
4. PAYMENT: ImOn agrees to pay the City of Marshalltown \$833.00 each month during initial term with an increase of two percent (2%) for each renewal term that this Agreement remains in effect.
5. ACCESS EASEMENT: The City of Marshalltown shall provide ImOn with access to the Premises at all times (that is, on a 365 day per year, 24 hours per day basis). ImOn is also granted the right of ingress and egress to and from said Premises over and across the adjacent properties of the City of Marshalltown as needed for the purposes of this Agreement, which includes access to locate, survey and layout, or perform other preliminary and preparatory operations before actual construction is commenced.
6. USE OF PREMISES BY OWNER: The City of Marshalltown shall not interfere with, impair, or knowingly allow others to interfere with or impair in any way the exercise of the rights granted to ImOn under this Agreement. The City of Marshalltown shall endeavor to cooperate with ImOn's requirements for location or relocation, if required, of the Equipment Enclosure, e.g., near parking facilities, with the least potential for interference with underground utilities or other improvements made or to be made by the City of Marshalltown. The Equipment Enclosure shall be secured, and the City of Marshalltown shall not enter the same without an ImOn escort. It is understood that the Equipment Enclosure is unmanned and alarmed. Any entry MUST be cleared through the ImOn Director - Network Operations at 319.298.6484.
7. USE OF PREMISES BY IMON: All construction and/or installation of ImOn's Equipment Enclosure and Equipment shall be done at ImOn's sole expense by ImOn or, if ImOn elects at their discretion, by its approved contractor(s). All such construction and installation shall comply with all applicable local, state and national requirements and all required licenses and permits shall be secured at ImOn's sole expense. ImOn shall abide by all reasonable rules and regulations adopted by the City of Marshalltown pertaining to the operation and management of the Premises. If any rules and regulations are contrary to the terms of this Agreement, the terms of this Agreement shall govern. ImOn shall keep the Premises free of liens and encumbrances for labor performed on behalf of ImOn or materials furnished to ImOn. ImOn agrees not to use, or permit said Premises to be used, for any unlawful purpose.
8. ELECTRICAL REQUIREMENTS: During the term of this Agreement, ImOn shall be responsible for obtaining electrical power and any other utilities required for its purposes, with the City of Marshalltown cooperation if required by the utility company.

9. **MAINTENANCE:** During construction and upon completion of installation, ImOn shall remove from the Premises all debris and rubbish caused by such construction to the reasonable satisfaction of the City of Marshalltown. ImOn shall replace or pay replacement costs of any property damaged by its entry, use, operations, or occupancy of the Premises. ImOn shall restore the Premises to substantially the same condition prior to the construction or any damage at the sole expense of ImOn, e.g., grading/contouring and replacing ground cover. ImOn shall mow the grass, provide snow removal for paved surfaces, and maintain the entire Premises (i.e., the entire parcel).
10. **RELOCATION:** If underground utilities, eminent domain or other public regulations necessitate relocation of the Equipment Enclosure, such relocation shall be made by ImOn at its own expense, including returning the Premises and the new location to substantially the same condition existing prior to relocation. If the City of Marshalltown requires relocation of the Equipment Enclosure, the City of Marshalltown shall provide one-hundred eighty (180) days written notice to ImOn and the City of Marshalltown shall provide a mutually agreeable location for reinstallation of the Equipment Enclosure and Equipment upon the Premises. The period for relocation will be extended if ImOn experiences delays due to weather conditions or other events of Force Majeure.
11. **EMINENT DOMAIN:** In the event the Premises, or any part, shall be condemned or otherwise acquired for any public purpose, the City of Marshalltown shall have the right to cancel and terminate this Agreement; and ImOn agrees to vacate and surrender possession of the Premises within one-hundred eighty (180) days after notice in writing to vacate. ImOn shall not be required to assign to the City of Marshalltown any award made to ImOn for the taking of personal property, fixtures, or improvements paid for by ImOn and moving expenses of ImOn resulting from any condemnation. The City of Marshalltown shall advise ImOn immediately upon the City of Marshalltown's receipt of any information indicating such condemnation is being contemplated.
12. **FIXTURES:** The Equipment Enclosure and Equipment shall remain the sole property of ImOn. Upon termination or expiration of this Agreement or any renewal term, ImOn shall remove the Equipment Enclosure and Equipment from the Premises within one-hundred eighty (180) days after the effective date of such termination notice and bring the Premises back to its original condition. ImOn shall be liable to the City of Marshalltown for any damages to the Premises caused by the removal or relocation of the Equipment Enclosure and/or Equipment. Should ImOn fail to bring the property to its original condition, the City of Marshalltown may elect to do such work and ImOn shall pay to the City of Marshalltown all commercially reasonable costs thereof.

13. INDEMNIFICATION

- (a) To the fullest extent permitted by law, ImOn shall indemnify, hold harmless, and insure the City of Marshalltown and its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all claims, demands, actions, liability, suits and judgments for damages to property, and for injury or death to persons, including payments made under any workers compensation law or under any plan for employees, disability and death benefits ("Claims"), and all expenses incurred in defending against any such Claims (including reasonable attorney fees and expenses), which may arise out of or be caused by the construction, maintenance, presence, use, relocation or removal of the Equipment Enclosure or Equipment on the Premises, or by any negligent act or willful misconduct of ImOn on the Premises. ImOn shall carry insurance in such form and in such amounts as are satisfactory to the City of Marshalltown to protect the parties from and against any and all Claims of every name and nature which may arise or result from or by reason of such loss, injury or damage.
- (b) To the fullest extent permitted by Law, the City of Marshalltown shall indemnify, hold harmless, and insure ImOn and its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all claims, demands, actions, liability, suits and judgments for damages to property, and for injury or death to persons, including payments made under any workers compensation law or under any plan for employees, disability and death benefits ("Claims"), and all expenses incurred in defending against any such Claims (including reasonable attorney fees and expenses), which may arise out of or be caused by any negligent act or willful misconduct of the City of Marshalltown on or in the Premises or the City of Marshalltown adjacent property. The City of Marshalltown shall carry insurance in such form and in such companies as arc satisfactory to ImOn to protect the parties from and against any and all Claims of every name and nature which may arise or result from or by reason of such loss, injury, or damage.

14. **DISCLAIMER OF INDIRECT/CONSEQUENTIAL DAMAGES:** Under no circumstances shall either party, their employees, officers, directors, subcontractors, agents, affiliates, successors or assigns be liable to the other for any indirect or consequential damages (including, but not limited to, loss of business, loss of use or loss of profits), or the other parties payment of third party consequential or indirect damages, which arise in any way, in whole or in part, out of this transaction, including but not limited to a breach of this Agreement, arising out of tort, as a result of any action, error, mistake or omission, whether or not negligence or willful misconduct on the part of either party occurs, strict liability, contract or otherwise.

15. **PAYMENT OF ADDITIONAL TAXES OR CHARGES:** ImOn agrees to be responsible for the payment of any tax, charge, or penalty imposed or levied against the Premises on account of ImOn's failure to comply with this Agreement or growing out of the use of said Premises by ImOn. During the term of this Agreement or any renewals thereof, ImOn shall reimburse the City of Marshalltown an amount equal to one hundred percent

(100%) of the amount by which the annual real estate taxes or special assessments on the Premises increase because of specifically the placement of the Equipment Enclosure and Equipment upon the Premises. ImOn shall reimburse the City of Marshalltown within thirty (30) days of ImOn's receipt of evidence of such increase. ImOn shall not be responsible or liable for any increase in real estate taxes or special assessments not directly related to the placement of the Equipment Enclosure and Equipment on the Premises, income or other taxes of the City of Marshalltown.

16. SIGN: No sign, notice, advertisement, or other inscription of any kind shall be put in or attached to any part of the Premises by ImOn unless approved by the City of Marshalltown, such consent not being unreasonably withheld.
17. INSURANCE DURING AGREEMENT TERM: ImOn shall maintain Broad Form General Comprehensive General Liability insurance with a single combined limit for bodily injury and property damage of \$1,000,000 each occurrence with the City of Marshalltown as an additional named insured. ImOn shall provide a certificate of insurance to the City of Marshalltown. This insurance shall be maintained during the initial term and any renewal term of this Agreement.
18. COVENANTS RUNNING WITH THE LAND: This Agreement shall be a covenant running with the land and shall be binding upon the successors and assigns of the City of Marshalltown and ImOn.
19. DEFAULT or TERMINATION: Failure of either party to cure a default under this Agreement as soon as reasonably practical but, not less than thirty (30) days after receipt of written notice thereof, shall entitle the other party to immediately terminate this Agreement. A default which is not susceptible of cure within such thirty (30) days shall not give rise to a right of termination provided cure is commenced within thirty (30) days and diligently pursued to completion. Upon delivery of written notice of intent to terminate this Agreement by either party under this paragraph, ImOn shall be permitted to use the Premises for a period not to exceed one-hundred eighty (180) days at the end of which time ImOn shall remove the Equipment Enclosure and Equipment from the Premises.
20. FORCE MAJEURE: If either party's performance of this Agreement or any obligation under this Agreement is prevented, restricted or interfered with by causes beyond its reasonable control including but not limited to acts of God, fire, explosion, vandalism (provided all reasonable precautions to protect against such vandalism), or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority, or by nationally emergencies, insurrections, riots, wars, strikes, lock-outs or work stoppages or other similar labor difficulties, supplier failures, shortages, breach or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. The excused party shall use reasonable efforts under the

circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

21. NOTICES: All notices provided to be given herein shall be in writing and delivered personally (including a recognized overnight delivery service which provides a receipt of delivery), registered mail or certified U.S. mail. The address of each party, until further notification in writing is:

For ImOn:

ImOn Communications
Attention: Facilities Director
101 3rd Avenue SW Suite 400
Cedar Rapids, IA 52404

For City of Marshalltown:

City of Marshalltown
Attn: City Administrator
24 N Center Street
Marshalltown, IA 50158
With a Copy to:

City of Marshalltown
Attn: Public Works Director
24 N Center Street
Marshalltown, IA 50158

If notice is given by registered or certified mail, then the notice shall be deemed to have been given on the date that the envelope containing the notice, properly addressed, is deposited in the U.S. Mail, postage prepaid. Notice delivered personally shall be deemed given upon actual receipt by the notified party.

22. PAYMENT OF TAXES: Each party shall pay all taxes and assessments lawfully levied on its own property.

23. ASSIGNMENT: Neither party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other, except each party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control of said party, or any entity into which said party may be merged or consolidated or which purchases all or substantially all of the assets of said party.

24. **DISPUTE RESOLUTION:** Should any disputes, controversies or differences arise between the ImOn and City of Marshalltown in relation to or in connection with this Agreement or the breach thereof, the parties shall first have good faith discussions on such matter. Any disputes not settled within thirty (30) days shall be submitted to mediation. The parties shall participate in mediation in good faith. In the event any dispute, controversy or difference is not resolved through mediation, either party may commence litigation in the courts of Linn County, Iowa.
25. **WAIVERS OF TERM OR CONDITIONS:** The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all time in full force and effect.
26. **HEADINGS:** The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this Agreement.
27. **SEVERABILITY:** If any provision of this Agreement or any portion hereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
28. **ENTIRE AGREEMENT:** This Agreement, and the attached Exhibits, constitute the entire and complete agreement between the parties and supersedes all prior correspondence, discussions, agreements, and understandings between the parties, unless mutually agreed to in writing by the parties subsequent to the execution hereof.
29. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa without giving effect to its principles of conflict of laws.
30. **OTHER PROVISIONS:** This Agreement shall be contingent upon any permit(s), approval(s), or zoning determinations to allow ImOn to place and operate its Equipment Enclosure at the Premises. If ImOn is not allowed to place and operate its Equipment Enclosure at the Premises, the Agreement shall be cancelled and all rent or deposit monies, if any, refunded to ImOn.

[SIGNATURE PAGE TO FOLLOW]

Authorized representatives of the parties have executed this Agreement.

ImOn Communications, LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Marshalltown

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

See attached Premises Map in PDF format.



Project : Marshalltown Hub Site (403 Player Street)



The above layout is conceptual. ImOn shall coordinate with the City of Marshalltown and Marshalltown Water Works to avoid existing utilities currently located on the property.

ORDINANCE 15085

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA CHAPTER 156 (ZONING)**

WHEREAS, the City Council of the City of Marshalltown, Iowa, has adopted Chapter 156 (Zoning); and

WHEREAS, the City Council has identified various issues with terms and conditions of Chapter 156 pertaining to the use and maintenance of solar panel arrays across various zoning districts, which are presenting administrative difficulties; and

WHEREAS, the City Council has adopted Resolution No. 2024-102 establishing a temporary moratorium on the issuance of permits for the placement of accessory solar panel arrays pursuant to City Code Section 156.C.007(G)(3), until such time as the Zoning Ordinance can be amended accordingly; and

WHEREAS, the City Council finds the following amendments to Chapter 156 to be in the best interest of the City, the public in general, and those desirous of installing solar panel arrays.

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

Section 1. Amendment. Section 156.C.002 (C)(3) (Use Table) shall be amended, as follows:

3. "S" means that the use is allowed as a Special Use, which may be approved following a public hearing by the Plan and Zoning Commission and the ~~City Council~~ Board of Adjustment, subject to:
 - a. Section 156.C.005, *Special Use Permit Standards*; and
 - b. The procedures set forth in Section 156.J.003, *Legislative Review Procedures*.

Section 2. Amendment. The following rows of the Use Table at Section 156.C.003 shall be amended or added, as follows.

Utilities	Solar Panel Arrays (Principal Use)	S	--	--	--	--	--	--	--	--	--	S	--	--	S	156.C.004 156.C.005
	<u>Ground-Mounted-Solar Panel Arrays (Accessory Use)</u>	<u>S</u>	--	--	--	--	--	--	--	--	--	--	--	--	<u>S</u>	156.C.007
	<u>Roof-Mounted Solar Panel Arrays (Accessory Use)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	156.C.007

Section 3. Amendment. Section 156.C.004(E)(9) shall be deleted in its entirety with all subsequent provisions of 156.C.004(E) re-numbered accordingly.

Section 4. Amendment. Section 156.C.005(E)(3) shall be deleted in its entirety.

Section 5. Amendment. Section 156.C.005(H) shall be added, as follows, with all subsequent provisions of 156.C.005 re-lettered accordingly:

(H) Standard for Solar Panel Arrays (Principal Use)

- (1) Solar Panel Array (Principal Use). Solar panel arrays installed as a utility-scale solar energy system and as the principal use shall conform to all height, setback, and landscaping requirements within the underlying district. The following additional standards apply to all solar panel arrays as a principle use:
 - (a) Prohibited. Concentrating solar power (CSP) systems shall be prohibited.
 - (b) Site Plan. A site plan shall be submitted to the Zoning Administrator demonstrating compliance with:
 1. Setback and height limitations as established in the underlying zoning district;
 2. Applicable zoning district requirements such as landscape surface area ratio; and
 3. Applicable solar requirements per this Section.
 - (c) Compliance. Solar arrays installed as utility-scale solar energy system installations shall comply with applicable local, state, and federal regulations;
 - (d) Building Code Compliant. All solar panel array systems shall be compliant with all currently adopted building codes;
 - (e) Stormwater Management. Solar panel arrays shall be considered pervious and therefore shall be exempt from the calculation of the landscape surface ratio requirements in the underlying zoning district. The support or mounting posts, footings, impervious driveway surfaces, parking areas, and buildings on the site shall count toward the coverage requirements.
 - (f) Solar Glare. Solar panel arrays that use concentrator technologies and have not incorporated antiglare measures into the system or installation shall be placed in areas so that the concentrated solar glare shall not be directed onto inhabited adjacent properties or roadways;
 - (g) Design. The design of the solar panel arrays shall use materials, colors, textures, screening, and landscaping similar to their background or the existing natural environment to the most reasonable extent possible without prohibiting the installation.
 - (h) Fencing. A security fence must be installed along all exterior sides of the utility-scale solar array installation and be equipped with a minimum of one (1) gate and locking mechanism on the primary access side. Security fences, gates, and warning signs must be maintained in good condition until the installation is dismantled and removed from the site according to the decommissioning plan as established in paragraph k below.
 - (i) Signs. Signs shall comply with Article G (Signs).

- (j) Buffering. The site shall be constructed with buffering as required in Section 156.F.004 (Buffering).
- (k) Decommissioning Plan.
 - 1. The applicant shall submit a decommissioning plan signed by the party responsible for decommissioning and the landowner addressing the following with the permit application.
 - A. Defined conditions upon which decommissioning will be initiated (e.g. end of land lease, no power production for 12 months, etc.)
 - B. Removal of all non-utility owned equipment, conduit, structures, fencing, roads, and foundations.
 - C. Restoration of property to the condition prior to the development of the utility-scale solar panel array system.
 - D. The timeframe for completion of decommissioning activities.
 - E. Description of any agreement (e.g. lease) with the landowner regarding decommissioning.
 - F. The party currently responsible for decommissioning.
 - G. Plans for updating this decommissioning plan.

Section 5. Amendment. Section 156.C.007(G)(3).a shall be amended as follows:

(3) *Solar panel array (~~Small-Scale~~) (Accessory Use).*

- (a) *Ground-Mounted Solar Panels.* Ground-mounted solar panels shall be:
 - 1. Located in the interior side or rear yard and screened from adjacent residential property and all public rights-of-way with Type B bufferyard (see [Section 156.F.004, Buffering](#)); and
 - 2. Set back from lot lines as if they were detached accessory buildings if the highest point on the panels is more than six (6) feet above grade.
 - 3. Ground-mounted solar panel structures cannot exceed six (6) feet in total height.
 - 4. Application shall be presented with site specifications, dimensions, and landscaping plan.
 - 5. Not allowed in residential use properties regardless of zone.

Section 6. Amendment. Section 156.M.002 shall be amended by adding the following definition:

Solar Panel Array (Accessory Use) means a solar panel array that is accessory to a primary use.

Section 7. 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 8. 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

I O W A

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: 5-22-24
RE: P & Z Residential Solar Recommendations and Ordinance

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: The Planning and Zoning Commission recommend the Council to amend the zoning ordinance to prohibit in ground solar array in residential zones and on residential parcels regardless of zoning classification.

Recommendation: There has been a great deal of turmoil and unintended consequences because the ordinance did not clearly address in ground solar array installations. These recommendations would resolve that ambiguity in the case of residential zoning and residential parcels.

Budget Impact: Legal and publication fees

Description/Background: Over the past two months, the P & Z Commission have met, received public input and drafted changes to the Marshalltown Zoning Ordinance Chapter 156.C.003-1, Section 156.C.007, Accessory Uses and Structures G- Additional Standards for Specific Accessory Uses or Structures 3 Solar Panel Array (Small Scale), And Section 156.M.002, Definitions of the Zoning Ordinance in Chapter 156. During that process the Council was asked to and did adopt a moratorium on in ground solar array to prevent any further installations until a recommendation and adoption of an amendment could occur. Those deliberations lead to a public hearing on the changes which was conducted at a meeting on May 16. Multiple interested persons attended. In addition to the residential installation of in ground solar array, others spoke as industrial and intuition users, voicing their desire to have in ground solar array permitted in other zones within the city. Those discussion are forthcoming but the residential prohibition of in ground installations is being brought to the Council for their consideration and adoption of an amendment as proposed.

CITY COUNCIL

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



ORDINANCE 15087

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA CHAPTER 118 PEDDLERS, SOLICITORS,
TRANSIENT MERCHANTS**

WHEREAS, the City Council of the City of Marshalltown, Iowa, adopted an ordinance defining, regulating, and licensing peddlers and transient merchants on July 25, 1932. Since the enactment multiple revisions have been submitted; and

WHEREAS, recommendations have been presented to the City Council to amend the ordinance to update application and licensing requirements; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to amend Chapter 118 of the City Code of Ordinances.

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

Section 1. AMENDMENT. Section 118.003(A), 118.004, 118.005, 118.008, 118.009, 118.011 of the Code of Ordinances, City of Marshalltown, Iowa is hereby repealed and replaced with the following:

§ 118.003 CERTAIN EXEMPTIONS.

(A) The following shall be exempt from the license requirement:

- (1) Newspaper carriers;
- (2) Youth fundraisers such as Scouts of America, community school districts;
- (3) Farmer's Market Vendors;
- (4) Farmer and gardener stand selling agricultural products they have grown;
- (5) Persons operating during special community-wide events, at the discretion of the City Clerk; and
- (6) Political campaigns.

§ 118.004 LICENSE APPLICATION FOR PEDDLER OR SOLICITOR.

A written application shall be filed with the City Clerk for a license under this subchapter unless exempted under § 118.003 of this chapter. Such application shall set forth the applicant's company name; contact person, phone number, address, email address, individuals that will be licensed, and description of any vehicles. An applicant for a license shall submit recent photo identification and a copy of a current Department of Criminal Investigations (DCI) background check. The application shall also set forth the locations of activities and the length of time requested to be covered by the license.

§ 118.005 LICENSE APPLICATION FOR TRANSIENT MERCHANT

A written application shall be filed with the City Clerk for a license under this subchapter unless exempted under § 118.003 of this chapter. Such application shall set forth the applicant's company name; contact person, phone number, address, email address, description of unit, and

names of individuals operating the unit. The applicant must submit a copy of a current State of Iowa Food License as required by § 118.006. Transient merchants shall make the facility or vehicle available for visual inspection by the Fire Marshal or their designee at a reasonably convenient location. A renewal license may be issued annually without reapplication if completed within 30 days of expiration. For a renewal, the license holder must supply a valid State of Iowa Food License and pass annual inspection with the Fire Marshal or their designee.

§ 118.008 PERMITTED LOCATIONS.

(A) Peddler or solicitor licenses are issued for use in locations across the city.

(B) Transient merchants issued an annual license are permitted to operate only on paved portions of private commercial-use property locations. A license must be obtained even if the transient merchant is operating on their commercial property.

(C) Transient merchants issued a 24-hour license are authorized to operate on public or private property locations as approved on the application.

(D) Requests to operate in the Marshalltown Central Business District will only be considered if it is at the request of the Marshalltown Central Business District or a Main Street Business. Parking will only be permitted in front of a business with the owner's written permission and a public use permit issued by the City Clerk.

§ 118.009 TIME RESTRICTIONS.

(A) Peddler or solicitor licenses allow activity only between the hours of 9:00 a.m. and 7:00 p.m., Monday through Saturday.

(B) Transient merchant licenses issued for private commercial-use properties shall be allowed at all times, Sunday through Saturday, upon authorization that the owner of the location where sales occur consents to use of its business premises for that purpose and that neither traffic nor nearby residents will be adversely affected.

(1) If the City of Marshalltown receives complaints from neighboring residents, the City Clerk reserves the right to require the licensee to move locations or limit the days and hours of operation.

§ 118.011 FEES.

(A) Except as provided in § 118.003 of this chapter, every applicant for a license under this subchapter shall pay the fee, set by Council resolution before a license shall be issued.

(B) A peddler or solicitor license shall be issued by the day per person.

(C) A transient merchant license shall be issued annually per unit for operation on private commercial-use property.

(1) Transient merchants who also have a brick and mortar operation shall be issued an annual license for operation on private commercial property.

(D) A 24-hour transient merchant license may be issued for operation on public or private property. This is the only eligible license for operation on public property. It may be issued in addition to an annual license.

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

Section 3. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such 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 4. That this ordinance shall be in full force and effect after its passage and publication as 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

ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 118 PEDDLERS, SOLICITORS, TRANSIENT MERCHANTS

WHEREAS, the City Council of the City of Marshalltown, Iowa, adopted an ordinance defining, regulating, and licensing peddlers and transient merchants on July 25, 1932. Since the enactment multiple revisions have been submitted; and

WHEREAS, recommendations have been presented to the City Council to amend the ordinance to update application and licensing requirements; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to amend Chapter 118 of the City Code of Ordinances.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing code sections 118.001 through 118.999 and enacting and adopting the following in its place:

CHAPTER 118: PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS

§ 118.001 DEFINITIONS.

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

PEDDLER. Any person who sells or offers for sale for immediate delivery goods or merchandise from house-to-house, business-to-business, or upon public property.

SOLICITOR. Any person who solicits or attempts to solicit from house-to-house, business-to-business, or upon public property an order for goods, subscriptions or merchandise to be delivered at a future date.

SPECIAL COMMUNITY-WIDE EVENT. An event or community celebration for which a public use permit under § 130.003 has been issued and deemed exempt from licensing in this chapter at the discretion of the City Clerk.

TRANSIENT MERCHANT. Any person, firm, or corporation who engages in a merchandising business from a mobile facility (self-contained motorized or trailer) on any parcel.

§ 118.002 LICENSE REQUIRED.

Unless otherwise exempted by other provisions of this subchapter, any peddler, solicitor, or transient merchant operating within the city without first obtaining a license for such activity as herein provided, or operating in violation of the terms of the license, commits a simple misdemeanor subject to a fine.

§ 118.003 CERTAIN EXEMPTIONS.

(A) The following shall be exempt from the license requirement:

- (1) Newspaper carriers;

- (2) Youth fundraisers such as Scouts of America, community school districts;
- (3) Farmer's Market Vendors;
- (4) Farmer and gardener stand selling agricultural products they have grown; ~~and~~
- (5) Persons operating during special community-wide events, at the discretion of the City Clerk; ~~and~~.

(6) Political campaigns.

(B) While exempted from the license fee requirement, authorized representatives of religious, non-profit, and charitable organizations, or sponsors of a charitable event, desiring to solicit money or to distribute pertinent literature, must first apply to the City Clerk for approval. Such application shall set forth the name of such organization or sponsor and charitable purpose for which such activity is sought, the names and addresses of the officers and directors of the organization, satisfactory verification of its 501(c)(3) tax-exempt status, specification of the dates and times during which such activities are to be conducted and of the amounts of any commissions, fees or wages which are to be charged in connection with the activity. Upon proper application by a bona fide charitable or religious organization, the City Clerk shall issue the applicable license containing the above information to the applicant free of charge, subject to the time limitations as set forth in this subchapter.

§ 118.004 LICENSE APPLICATION ~~FOR PEDDLER OR SOLICITOR.~~

A written application shall be filed with the City Clerk for a license under this subchapter unless exempted under § 118.003 of this chapter. Such application shall set forth the applicant's company name; contact person, phone number, address, ~~and~~ email address, ~~individuals that will be licensed, and description of any vehicles.~~ An applicant for a license shall ~~also~~ submit recent photo identification and a copy of a current Department of Criminal Investigations (DCI) background check. ~~The application shall also set forth the locations of activities and the length of time requested to be covered by the license, and be accompanied by current written permission from any property owner upon whose property a transient merchant will be operating, or whose property (including parking) will be affected by the transient merchant's operation. Transient merchants shall make the facility or vehicle available for visual inspection by the Fire Marshal or their designee at a reasonably convenient location.~~

Commented [AH1]: Remove this requirement for Transient Merchant as customers are going to them, they are not going to residents.

Commented [AH2]: Move to 118.005.

~~§ 118.005 SALES TAX PERMIT REQUIRED.~~

~~Before a license is issued under provisions of this subchapter, the applicant for the license shall submit to the City Clerk for inspection and copying a state sales tax permit when taxable items are intended to be sold.~~

Commented [AH3]: Remove this requirement. City does not regulate tax filing.

§ 118.005 LICENSE APPLICATION FOR TRANSIENT MERCHANT

A written application shall be filed with the City Clerk for a license under this subchapter unless exempted under § 118.003 of this chapter. Such application shall set forth the applicant's company name; contact person, phone number, address, email address, description of unit, and names of individuals operating the unit. The applicant must submit a copy of a current State of Iowa Food License as required by § 118.006. Transient merchants shall make the facility or vehicle available for visual inspection by the Fire Marshal or their designee at a reasonably convenient location. A renewal license may be issued annually without reapplication if completed within 30 days of expiration. For a renewal, the license holder must supply a valid State of Iowa Food License and pass annual inspection with the Fire Marshal or their designee.

§ 118.006 STATE FOOD LICENSE REQUIRED.

Before such license is issued under provisions of this subchapter, the applicant for the license shall submit to the City Clerk a state food sales license when applicable food items are intended to be sold.

§ 118.007 LICENSE ISSUANCE.

If the City Clerk finds the application in conformity with the requirements of this subchapter, that all federal and state law requirements have been met, that the facts stated within the application are accurate, that the applicant has not committed a crime of violence, theft, fraud or dishonesty, other than simple misdemeanors, has committed no prior violations of this subchapter and is not a person required to register as a sex offender, the City Clerk shall issue a license upon payment of the applicable fee. The Clerk may rely upon the results of any routine background check without responsibility for verifying the accuracy of any information contained therein. The Chief of Police or City Attorney may authorize exceptions to criminal histories based on circumstances such as the number of years since the charge. A State of Iowa Division of Criminal Investigation background check is valid for one year.

§ 118.008 PERMITTED LOCATIONS.

(A) Peddler or solicitor licenses are issued for use in locations across the city, ~~without restrictions.~~

(B) Transient merchants issued an annual license are permitted to operate only on paved portions of private commercial-~~use~~ property locations. A license must be obtained even if the transient merchant is operating on their commercial property.

(C) Transient merchants issued a 24-hour license are authorized to operate on public or private property locations as approved on the application.

(D) Requests to operate in the Marshalltown Central Business District will only be considered if it is at the request of ~~the Marshalltown Central Business District or~~ a Main Street Business. Parking will only be permitted in front of ~~the said a business with the owner's written permission and a public use permit issued by the City Clerk, with the 24-hour Transient Merchant license.~~

§ 118.009 TIME RESTRICTIONS.

(A) Peddler or solicitor licenses allow activity only between the hours of 9:00 a.m. and 7:00 p.m., Monday through Saturday.

(B) Transient merchant licenses issued for private commercial-~~use~~ properties shall be allowed at all times, Sunday through Saturday, upon authorization that the owner of the location where sales occur consents to use of its business premises for that purpose and that neither traffic nor nearby residents will be adversely affected.

(1) If the City of Marshalltown receives complaints from neighboring residents, the City Clerk reserves the right to require the licensee to move locations or limit the days and hours of operation.

§ 118.010 PERMITTED MOBILE FACILITIES OR VEHICLES.

(A) Mobile vendors shall operate only from facilities or vehicles which are structurally sound, in good repair and appearance, with no visible rust or damage. Adequate waste disposal receptacles shall be conveniently provided for customer use. No waste or garbage shall be allowed to

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accumulate on the exterior of the facility or vehicle. All grease shall be disposed of lawfully. Electrical connections shall be outdoor-rated with functioning ground fault interrupters (GFIs) and no extension cords shall cross any sidewalk or public access.

(B) Electrical connections across any sidewalk or public access shall be made by proper underground wiring method in compliance with the National Electric Code (NEC).

(C) Vendors shall comply with Chapter 91: Fire Prevention and Protection of this code.

Penalty, see § 118.999

§ 118.011 FEES.

(A) Except as provided in § 118.003 of this chapter, every applicant for a license under this subchapter shall pay the fee, set by Council resolution before a license shall be issued.

(B) A peddler or solicitor license shall be issued by the day per person.

(C) A transient merchant license shall be issued annually per unit for operation on private commercial-use property, ~~and shall expire on May 1st of each year.~~

(1) Transient merchants who also have a brick and mortar operation shall be issued an annual license for operation on private commercial property.

(D) A 24-hour transient merchant license may be issued for operation on public or private property. This is the only eligible license for operation on public property. It may be issued in addition to an annual license.

Commented [AH4]: This was previously added in an attempt to license all trucks in the winter/spring months but was unsuccessful.

§ 118.012 LICENSE DISPLAY.

(A) Each solicitor or peddler shall, at all times while doing business in the city, keep in his or her possession and display upon request of any city official, peace officer, or prospective customer, the license issued pursuant to this subchapter, and shall, upon the request of prospective customers, exhibit the license as evidence that they have complied with all requirements of this subchapter.

(B) Each transient merchant shall publicly and visibly display the license at its temporary place of business.

(C) Licenses issued to any entity under the provisions of this subchapter are not transferable in any situation and grants authority only to the entity applying.

§ 118.013 LICENSE REVOCATION; RIGHT TO APPEAL.

(A) If the licensee, in the application for the license or in the course of conducting his or her business, has made incorrect or fraudulent statements, has conducted his or her business or activity unlawfully, or violated an ordinance or statute, including placement of illegal signage, or if the licensee has conducted his or her business in such manner as to endanger the public welfare or safety, the City Clerk may revoke any license issued under this subchapter. If a license is revoked the licensee is not eligible for reimbursement of any portion of the license fee.

(B) The licensee may appeal the revocation of the license to the City Council at its next regularly scheduled meeting by filing with the Clerk a written request for an appeal to the City Council. The City Council may affirm, modify or reverse its decision or the decision of the Clerk to revoke such license.

§ 118.014 TRANSFER OF LICENSE AND LIMITED USE.

No license provided for in this chapter shall be transferred without the consent of the Mayor endorsed thereon in writing. No license issued under this chapter shall include more than one transient merchant or extend to or include more than one peddler or solicitor under a single license.

§ 118.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.999 of this code of ordinances.

(B) Anyone violating any of the provisions of §§ 118.001 through 118.014 of this chapter shall, upon conviction, be subject to the penalties as provided in §§ 10.999(A) and (B) of this code of ordinances.

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

Section 3. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such 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 4. That this ordinance shall be in full force and effect after its passage and publication as 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

I O W A

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

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: May 23, 2024
RE: Amend CH 118 Peddlers, Solicitors, & Transient Merchants

Strategic Plan:

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

Plan Objective: Review policies, procedures, and ordinances for updates.

Recommendation: Bring forward an ordinance amendment for Chapter 118.

Budget Impact: N/A

Description/Background: Chapter 118 regulates peddlers, solicitors, and transient merchants' licenses. It is recommended to simplify the annual application process for transient merchants. Changes include removing the background requirement and proof of an Iowa Sales Tax permit for transient merchant licenses. There is no city requirement for a brick and mortar food establishment to submit to a background check and show a tax permit therefore I would recommend eliminating this requirement from mobile food establishments. Further this requirement also prevents vendors from obtaining last minute licenses since the background takes anywhere from 2-14 days. Peddlers and solicitors would still be required to submit a background since they are going door-to-door to our residents.

The other suggested change is for food trucks operating in the Marshalltown Central Business District. Food trucks are operating in MCBF at the request of the district or a specific business and they are already licensed. The change would eliminate the requirement of an additional 24-hour license since they are already licensed and instead requires a public use permit authorizing the request to park on public property.

5/28/24 - Motion by Schneider, second by Kell to bring forward an ordinance revision as proposed. Motion carried 6-0.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



MARSHALLTOWN

I O W A

Joel Greer, Mayor
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 (*assisting in Community Development Director and City Administrator duties*)
DATE: June 24th, 2024
RE: RFP for 20 E Main Street

Strategic Plan:

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

Plan Objective: Invest in Downtown redevelopment

Recommendation: Proceed with selecting Phillip and Elisabeth Curtis as the desired proposal / interest letter to proceed with the process of selling surplus property located at 20 E Main Street in accordance with urban renewal goals in accordance with Iowa Code Chapter 403.8.

Budget Impact: No financial commitments are needed from Council at this time if the direction is to proceed with requesting a proposal from the selected party and beginning negotiations in effort to work towards Development Agreement. Minimal costs associated with City Attorney fees for assistance/review of Development Agreement.

Description/Background:

A request for proposals was issued May 14th with letters of interest due June 11th. The city received one letter of interest, from Phillip and Elisabeth Curtis. The selection committee met and reviewed the letter of interest. There were a few details missing from the letter that were requested so the committee reached out to the Curtis' who were able to provide that information within hours. They had the information, but had inadvertently left it out of the submittal. The selection committee is recommending to proceed with the Curtis' in relation to the proposed redevelopment to allow for the expansion of retail on the first floor and eventually, two short-term rental units on the second level.

The City is in the process of working with an appraiser to obtain the current value of this property.

This item will come back to council for additional discussion and/or review of a Development Agreement.

Attachments:

Letter of Interest w/ Attachments_Phillip and Elisabeth Curtis

i:\public works\council items\2024\20 e main st rfp\review received letter 24 06 24\memo rfp_review for 20 e main_24 06 24.docx

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson, Vacancy



To Whom It May Concern,

I am writing to express our strong interest in the property located at 20 East Main Street for the expansion of our business, In Stitches. As proprietors of a successful custom embroidery and laser engraving shop, we have been exploring opportunities to further enhance our offerings and establish a larger building that aligns with our vision for creative expression and community engagement.

Having conducted thorough research and assessment, we believe that 20 East Main Street presents an ideal location for the expansion of In Stitches. The property's prime downtown location, ample space spanning over 9,300 square feet, and potential for customization perfectly align with our growth objectives and long-term vision.

We envision transforming 20 East Main Street into a vibrant hub for creativity, offering a range of services and activities, including custom embroidery and laser engraving, as well as sewing classes, workshops, and a coffee/tea bar with prepackaged sweets. Our goal is to create an inviting and inclusive space that fosters artistic expression, strengthens community connections, and contributes to the revitalization of downtown Marshalltown.

In addition to our business expansion, we propose utilizing the second level of the property for two short-term rental units. These units would cater to visitors and tourists, providing them with a comfortable and unique lodging option while they explore the rich cultural and artistic experiences in our town. This dual-use approach not only maximizes the utility of the property but also enhances the economic vitality of the area.

We are committed to working closely with the City of Marshalltown to negotiate terms that are mutually beneficial and align with our business goals. Additionally, we are open to discussing any potential renovations or modifications to the property to ensure that it meets the specific needs of In Stitches and enhances its overall appeal.

We appreciate your consideration of our proposal and business plan and welcome the opportunity to further discuss our plans for 20 East Main Street. We are eager to explore the possibilities and collaborate with you to bring our vision to fruition.

Thank you for your time and attention. We look forward to the opportunity to work together and contribute to the continued growth and success of downtown Marshalltown.

Sincerely,

Phillip & Elisabeth Curtis || Owners

In Stitches || 641-750-1774 || 36 East Main Street

Summary of Experience

Phillip Curtis is a seasoned contractor with over 20 years of extensive experience in general contracting and painting. Throughout his career, he has played a pivotal role in revitalizing downtown areas, contributing to the community's aesthetic and structural enhancement.

Notably, Phillip has successfully managed and executed projects such as painting the exterior of Marshalltown's very own City Center and Brown's Shoe Fit, along with various other key establishments. His dedication to quality and meticulous attention to detail have earned him a reputation for excellence and reliability in the field. Phillip's expertise in both general contracting and painting makes him a valuable asset to 20 East Main Street.

Phillip's extensive experience with large commercial buildings, including tasks such as framing, sheetrock, and more, equips us with the knowledge and skills necessary to oversee and execute these renovations efficiently and effectively. We are confident in our ability to manage this significant investment and deliver a high-quality transformation of the property.

References:

Deb Millizer
641-691-5017

Bruce Wirin
641-485-8590

Bobby Shomo
641-751-4584

Darin Reinertson
208-250-3496

John Worland
208-867-6830

Randy Reinertson
208-850-2001

Sincerely,
Phillip & Elisabeth Curtis || Owners
In Stitches || 641-750-1774 || 36 East Main Street

Statement of Cost Acknowledgment

I am writing to formally acknowledge the estimated cost of renovations for the property located at 20 East Main Street. Based on our comprehensive assessment and consultations with contractors, we understand that the total cost of the renovations will be approximately \$500,000.

We are fully committed to funding the entire renovation process to transform 20 East Main Street into a vibrant hub for our business, In Stitches, and to support the community engagement initiatives we envision. This investment aligns with our long-term vision and business objectives, ensuring that the property will meet our needs and enhance its overall appeal.

We are prepared to allocate the necessary resources and oversee the renovation project to ensure it is completed to the highest standards. Our goal is to create an inviting and inclusive space that fosters artistic expression, strengthens community connections, and contributes to the revitalization of downtown Marshalltown.

We appreciate your cooperation and support as we move forward with this significant investment. Should you require any further details or have any questions regarding our plans, please do not hesitate to contact me directly.

Thank you for your attention to this matter. We look forward to a successful collaboration and to bringing our vision for 20 East Main Street to life.

Sincerely,

Phillip & Elisabeth Curtis || Owners
In Stitches || 641-750-1774 || 36 East Main Street

MARSHALLTOWN

— I O W A —

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: 6-19-24
RE: ATE Funds as we approach the July 1 new regulations

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 begin allocations for any future ATE funds that may come to the City.

Recommendation: Review current allocations and recommend changes going forward so a policy specifically to the new regulations around how ATE funding can be spent can be approved at the 7-8-24 meeting. This of course is contingent upon the successful permitting process of the city's application to the DOT to use the cameras.

Budget Impact: Council needs to acknowledge that 75% of the budgeted ATE funds were designated for implementation of the Arts & Culture Master Plan to the Arts + Culture Alliance (ACA) (25%) and Beautification/Nuisance (50%). As of July 1, any funds received, need to be designated for police, fire or infrastructure.

Description/Background: During the budget process, the city anticipated \$800,000 in revenue. From that total, fees for the administration of the system of \$35 per ticket are paid.

In FY 24 the Council designated \$112,800 for Flock cameras, \$86,000 for Irrigation at MSA, \$50,000 as part of the Timbercreek improvements and \$62,500 for the Arts & Culture Master Plan. Historically the Council's allocation paid to ACA was on a quarterly basis. As the agreement with ACA was funded solely with ATE, the state legislature in essence, cancels all funding for the agreement. After discussion with ACA Executive Director, Amber Danielson, we both acknowledge the agreement is no longer valid as written and no future payments will be made.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



MARSHALLTOWN

I O W A

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

TO: Mayor Greer, City Council, & Cindy Kendall
FROM: Michael W. Tupper, Chief of Police
DATE: 19 June 2024
RE: Police Department Vehicle Camera, Body Cameras & Taser Project

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:

Upgrade police department vehicle cameras, body cameras, and Taser equipment. Upgrade and modernize the police department's capacity to store and maintain digital evidence.

Recommendation:

Direct staff to bring back a resolution for consideration to the city council meeting scheduled for July 8, 2024, that authorizes the police chief to enter into a five-year agreement with Axon for the purchase of vehicle cameras, body cameras, and Taser related equipment and services. If approved, this agreement would begin in August/September of 2024.

Budget Impact:

The proposal is for five years at a cost of \$842,467.50.
(YR 1 = \$100,000; YRS 2 – 5 = \$185,616.88 per year; Total = \$842,467.50).

This cost includes hardware, software, digital evidence storage, Taser equipment and the cost of maintaining all bundled equipment.

Staff recommends the funding source for year one costs come from the Local Option Sales & Service Tax fund (\$100,000.00). Automated traffic enforcement revenue is also a funding option that can be examined as an alternative option. Funding sources for years two through five can be investigated further as part of future budget discussions.

Staff is pursuing a federal grant that the city is potentially eligible for. The federal grant will not cover all costs because it focuses solely on body camera programs. However, this federal grant is potential funding that can be utilized to assist with years two through five expenses.

Description/Background:

Motorola purchased WatchGuard in 2019. WatchGuard has been our vendor for police vehicle and body camera equipment. In August of 2020, we received information that Motorola would be canceling some, but not all, WatchGuard products and services. In 2022 we received information that WatchGuard

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



equipment would no longer offer the warranty terms we normally received for new equipment purchases. In 2023, we learned WatchGuard was canceling evidence library software. It became clear at this point that WatchGuard equipment was being phased out by Motorola and we would not be able to rely on Motorola to maintain the services and equipment we have been utilizing.

Vehicle and body camera equipment is no longer optional police equipment. This equipment is absolutely critical for law enforcement operations. It is required equipment. Our police officers cannot work without reliable camera equipment. We need a vendor we can trust and rely upon. The digital evidence storage landscape is quickly evolving as well. The police department takes in, and manages, an enormous amount of digital evidence each year. Some of this evidence is from third party sources. This evidence must be stored for long periods of time. The management of digital evidence is complicated and can be cumbersome. We need a reliable storage system that is easily managed and queried. Our current server storage practices do not meet our changing needs for electronic evidence storage. Cloud storage is the preference in law enforcement.

Due to the changes related to WatchGuard, in 2023 we put together a committee in the police department to research and test law enforcement vehicle and body camera equipment. Staff has completed product testing and evaluation. Axon is the preferred vendor for this equipment and related services. We will be bringing a proposal as a discussion item for the city council to consider on June 24.

The proposal is for five years at a cost of \$842,467.50. (YR 1 = \$100,000; YRS 2 – 5 = \$185,616.88 per year; Total = \$842,467.50). This cost includes hardware, software, digital evidence storage and the cost of maintaining our Taser program bundled in. Body cameras seldom last five years due to the extreme conditions in which they are used and worn. Camera technology and Taser technology also changes quickly. Part of this program proposal will include an upgrade of all body camera hardware/equipment twice during the five-year agreement. The maintenance of up to date Taser equipment is included as well. Axon is the leading provider of body camera equipment in the United States. They are the sole source for the Taser equipment utilized by the police department.

In 2024, Marshall County entered into an agreement with Axon for vehicle camera equipment, body camera equipment and digital storage services. It would be efficient for the police department to be using similar equipment and services as our law enforcement partners at the sheriff's office. Both agencies share digital data with each other and with the county attorney's office.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-553711-45434.525DA

Issued: 05/22/2024

Quote Expiration: 08/30/2024

Estimated Contract Start Date: 03/01/2025

Account Number: 234736

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Marshalltown Police Department - IA 909 S 2nd St Marshalltown, IA 50158-3217 USA	Marshalltown Police Department - IA 22 N Center St Marshalltown IA 50158-4911 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Arth Phone: Email: darth@axon.com Fax:	Michael Tupper Phone: (641) 754-5771 Email: mtupper@marshalltown-ia.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$842,467.50
ESTIMATED TOTAL W/ TAX	\$842,467.50

Discount Summary

Average Savings Per Year	\$53,899.70
TOTAL SAVINGS	\$269,498.50

Payment Summary

Date	Subtotal	Tax	Total
Feb 2025	\$100,000.00	\$0.00	\$100,000.00
Feb 2026	\$185,616.88	\$0.00	\$185,616.88
Feb 2027	\$185,616.88	\$0.00	\$185,616.88
Feb 2028	\$185,616.87	\$0.00	\$185,616.87
Feb 2029	\$185,616.87	\$0.00	\$185,616.87
Total	\$842,467.50	\$0.00	\$842,467.50

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$1,111,966.00
Quote List Price:	\$1,042,834.00
Quote Subtotal:	\$842,467.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	15	60	\$199.05	\$204.74	\$178.08	\$160,272.00	\$0.00	\$160,272.00
C00010	BUNDLE - TASER 10 CERTIFICATION	47	60	\$95.44	\$81.24	\$76.24	\$214,996.80	\$0.00	\$214,996.80
BWCamTAP	Body Worn Camera TAP Bundle	47	60	\$41.21	\$33.80	\$20.36	\$57,415.20	\$0.00	\$57,415.20
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	60	\$73.05	\$36.07	\$21.18	\$7,624.80	\$0.00	\$7,624.80
A la Carte Hardware									
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	15	60		\$3,363.00	\$56.05	\$50,445.00	\$0.00	\$50,445.00
H00001	AB4 Camera Bundle	47			\$849.00	\$849.00	\$39,903.00	\$0.00	\$39,903.00
H00002	AB4 Multi Bay Dock Bundle	6			\$1,638.90	\$1,638.90	\$9,833.40	\$0.00	\$9,833.40
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	15	60		\$66.61	\$0.00	\$0.00	\$0.00	\$0.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	47	60		\$10.85	\$10.85	\$30,597.00	\$0.00	\$30,597.00
73618	AXON COMMUNITY REQUEST	47	60		\$10.85	\$10.85	\$30,597.00	\$0.00	\$30,597.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	47	60		\$27.12	\$27.12	\$76,478.40	\$0.00	\$76,478.40
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	47	60		\$32.76	\$32.76	\$92,383.20	\$0.00	\$92,383.20
BasicLicense	Basic License Bundle	40	60		\$16.27	\$16.25	\$39,000.00	\$0.00	\$39,000.00
ProLicense	Pro License Bundle	9	60		\$43.40	\$43.33	\$23,398.20	\$0.00	\$23,398.20
A la Carte Services									
80190	AXON EVIDENCE - CHANNEL SERVICES	1			\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85144	AXON BODY - PSO - STARTER	1			\$13,000.00	\$4,023.50	\$4,023.50	\$0.00	\$4,023.50
Total							\$842,467.50	\$0.00	\$842,467.50

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	47	1	02/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	02/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	52	1	02/01/2025
AB4 Camera Bundle	74022	AXON BODY - MOUNT - SM POCKET 4 IN RAPIDLOCK	52	1	02/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	6	1	02/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	6	1	02/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	6	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	47	2	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	47	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	940	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	290	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	47	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	47	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	8	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2025
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2025
Fleet 3 Basic + TAP	70112	AXON SIGNAL - SIGNAL UNIT	15	1	02/01/2025
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	15	1	02/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	15	1	03/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	15	1	03/01/2025
CRADLEPOINT R1900 SINGLE MODEM KIT	72048	AXON FLEET 3 - SIM INSERTION - ATT	15	1	03/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	150	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	380	1	02/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	140	1	02/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	380	1	02/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	08/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	48	1	08/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	140	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	370	1	02/01/2028
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	140	1	02/01/2029
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	380	1	02/01/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	02/01/2030
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	48	1	02/01/2030
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	15	1	02/01/2030

Non-Binding Budgetary Estimate

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	40	03/01/2025	02/28/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	40	03/01/2025	02/28/2030
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	47	03/01/2025	02/28/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	47	03/01/2025	02/28/2030
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2025	02/28/2030
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	15	03/01/2025	02/28/2030
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	30	03/01/2025	02/28/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	27	03/01/2025	02/28/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	03/01/2025	02/28/2030
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	47	03/01/2025	02/28/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	47	03/01/2025	02/28/2030
A la Carte	73618	AXON COMMUNITY REQUEST	47	03/01/2025	02/28/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	47	03/01/2025	02/28/2030
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	15	03/01/2025	02/28/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	47
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	15
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	80190	AXON EVIDENCE - CHANNEL SERVICES	1
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	6	02/01/2026	02/28/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	47	02/01/2026	02/28/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	02/01/2026	02/28/2030
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	47	02/01/2026	02/28/2030
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	02/01/2026	02/28/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	47	02/01/2026	02/28/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	02/01/2026	02/28/2030
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	8	02/01/2026	02/28/2030
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	02/01/2026	02/28/2030
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	15	02/01/2026	02/28/2030
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	15	02/01/2026	02/28/2030

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	909 S 2nd St	Marshalltown	IA	50158-3217	USA
2	909 S 2nd St	Marshalltown	IA	50158-3217	USA

Payment Details

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$356.10	\$0.00	\$356.10
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	47	\$10,965.77	\$0.00	\$10,965.77
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$296.75	\$0.00	\$296.75
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	47	\$3,631.83	\$0.00	\$3,631.83
Year 1	73618	AXON COMMUNITY REQUEST	47	\$3,631.83	\$0.00	\$3,631.83
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	47	\$9,077.91	\$0.00	\$9,077.91
Year 1	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	15	\$0.00	\$0.00	\$0.00
Year 1	85144	AXON BODY - PSO - STARTER	1	\$477.59	\$0.00	\$477.59
Year 1	BasicLicense	Basic License Bundle	40	\$4,629.26	\$0.00	\$4,629.26
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$905.06	\$0.00	\$905.06
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	47	\$6,815.12	\$0.00	\$6,815.12
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	47	\$25,519.89	\$0.00	\$25,519.89
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$19,024.12	\$0.00	\$19,024.12
Year 1	H00001	AB4 Camera Bundle	47	\$4,736.44	\$0.00	\$4,736.44
Year 1	H00002	AB4 Multi Bay Dock Bundle	6	\$1,167.22	\$0.00	\$1,167.22
Year 1	ProLicense	Pro License Bundle	9	\$2,777.34	\$0.00	\$2,777.34
Year 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	15	\$5,987.77	\$0.00	\$5,987.77
Total				\$100,000.00	\$0.00	\$100,000.00

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$660.98	\$0.00	\$660.98
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	47	\$20,354.39	\$0.00	\$20,354.39
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$550.81	\$0.00	\$550.81
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	47	\$6,741.29	\$0.00	\$6,741.29
Year 2	73618	AXON COMMUNITY REQUEST	47	\$6,741.29	\$0.00	\$6,741.29
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	47	\$16,850.12	\$0.00	\$16,850.12
Year 2	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	15	\$0.00	\$0.00	\$0.00
Year 2	85144	AXON BODY - PSO - STARTER	1	\$886.48	\$0.00	\$886.48
Year 2	BasicLicense	Basic License Bundle	40	\$8,592.69	\$0.00	\$8,592.69
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$1,679.93	\$0.00	\$1,679.93
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	47	\$12,650.02	\$0.00	\$12,650.02
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	47	\$47,369.22	\$0.00	\$47,369.22
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$35,311.97	\$0.00	\$35,311.97
Year 2	H00001	AB4 Camera Bundle	47	\$8,791.64	\$0.00	\$8,791.64
Year 2	H00002	AB4 Multi Bay Dock Bundle	6	\$2,166.54	\$0.00	\$2,166.54

Non-Binding Budgetary Estimate

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	9	\$5,155.21	\$0.00	\$5,155.21
Year 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	15	\$11,114.30	\$0.00	\$11,114.30
Total				\$185,616.88	\$0.00	\$185,616.88

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$660.98	\$0.00	\$660.98
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	47	\$20,354.39	\$0.00	\$20,354.39
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$550.81	\$0.00	\$550.81
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	47	\$6,741.29	\$0.00	\$6,741.29
Year 3	73618	AXON COMMUNITY REQUEST	47	\$6,741.29	\$0.00	\$6,741.29
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	47	\$16,850.12	\$0.00	\$16,850.12
Year 3	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	15	\$0.00	\$0.00	\$0.00
Year 3	85144	AXON BODY - PSO - STARTER	1	\$886.48	\$0.00	\$886.48
Year 3	BasicLicense	Basic License Bundle	40	\$8,592.69	\$0.00	\$8,592.69
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$1,679.93	\$0.00	\$1,679.93
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	47	\$12,650.02	\$0.00	\$12,650.02
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	47	\$47,369.22	\$0.00	\$47,369.22
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$35,311.97	\$0.00	\$35,311.97
Year 3	H00001	AB4 Camera Bundle	47	\$8,791.64	\$0.00	\$8,791.64
Year 3	H00002	AB4 Multi Bay Dock Bundle	6	\$2,166.54	\$0.00	\$2,166.54
Year 3	ProLicense	Pro License Bundle	9	\$5,155.21	\$0.00	\$5,155.21
Year 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	15	\$11,114.30	\$0.00	\$11,114.30
Total				\$185,616.88	\$0.00	\$185,616.88

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$660.98	\$0.00	\$660.98
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	47	\$20,354.38	\$0.00	\$20,354.38
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$550.81	\$0.00	\$550.81
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	47	\$6,741.29	\$0.00	\$6,741.29
Year 4	73618	AXON COMMUNITY REQUEST	47	\$6,741.29	\$0.00	\$6,741.29
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	47	\$16,850.12	\$0.00	\$16,850.12
Year 4	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	15	\$0.00	\$0.00	\$0.00
Year 4	85144	AXON BODY - PSO - STARTER	1	\$886.48	\$0.00	\$886.48
Year 4	BasicLicense	Basic License Bundle	40	\$8,592.69	\$0.00	\$8,592.69
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$1,679.93	\$0.00	\$1,679.93
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	47	\$12,650.02	\$0.00	\$12,650.02
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	47	\$47,369.22	\$0.00	\$47,369.22
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$35,311.97	\$0.00	\$35,311.97
Year 4	H00001	AB4 Camera Bundle	47	\$8,791.64	\$0.00	\$8,791.64
Year 4	H00002	AB4 Multi Bay Dock Bundle	6	\$2,166.54	\$0.00	\$2,166.54
Year 4	ProLicense	Pro License Bundle	9	\$5,155.21	\$0.00	\$5,155.21
Year 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	15	\$11,114.30	\$0.00	\$11,114.30
Total				\$185,616.87	\$0.00	\$185,616.87

Non-Binding Budgetary Estimate

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$660.98	\$0.00	\$660.98
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	47	\$20,354.38	\$0.00	\$20,354.38
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$550.81	\$0.00	\$550.81
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	47	\$6,741.29	\$0.00	\$6,741.29
Year 5	73618	AXON COMMUNITY REQUEST	47	\$6,741.29	\$0.00	\$6,741.29
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	47	\$16,850.12	\$0.00	\$16,850.12
Year 5	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$0.00	\$0.00	\$0.00
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	15	\$0.00	\$0.00	\$0.00
Year 5	85144	AXON BODY - PSO - STARTER	1	\$886.48	\$0.00	\$886.48
Year 5	BasicLicense	Basic License Bundle	40	\$8,592.69	\$0.00	\$8,592.69
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$1,679.93	\$0.00	\$1,679.93
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	47	\$12,650.02	\$0.00	\$12,650.02
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	47	\$47,369.22	\$0.00	\$47,369.22
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	15	\$35,311.97	\$0.00	\$35,311.97
Year 5	H00001	AB4 Camera Bundle	47	\$8,791.64	\$0.00	\$8,791.64
Year 5	H00002	AB4 Multi Bay Dock Bundle	6	\$2,166.54	\$0.00	\$2,166.54
Year 5	ProLicense	Pro License Bundle	9	\$5,155.21	\$0.00	\$5,155.21
Year 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	15	\$11,114.30	\$0.00	\$11,114.30
Total				\$185,616.87	\$0.00	\$185,616.87

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.





MPD Camera Project

Captain Kiel Stevenson

History of Mobile & Body-Worn Cameras

Mobile Cameras

- ◇ Watchguard DV1 2008
- ◇ Watchguard Upgrade 2011

Body-Worn Cameras

- ◇ Digital Ally 2016
- ◇ Watchguard 2020

Evaluation Process

- ◆ Members of Technology Committee selected three vendors to evaluate
- ◆ 8 officers selected for camera trial. (2 per shift)
- ◆ Approximately one month with each system
- ◆ Evaluating officers and Tech Committee members unanimously selected Axon
 - ◆ Evaluation Criteria
 - ◆ Ease of Use
 - ◆ Mounting Options
 - ◆ Video Quality
 - ◆ Software
 - ◆ Overall Satisfaction

Axon Products



Body 4



Fleet 3

Axon Products

 **EVIDENCE** SEARCH, MANAGE, AND ANALYZE YOUR EVIDENCE

ALL EVIDENCE MY EVIDENCE SHARED EVIDENCE EVIDENCE MAP IMPORT EVIDENCE CITIZEN EVIDENCE

FILTERS

TITLE	OWNER	UPLOADED BY	RECORDED ON	CATEGORY	STATUS
 VIDEO_308	NAVID, RAHEEM	HENG, JIAN	11 AUG 2019	TRAFFIC STOP	ACTIVE
 VIDEO_600F	BERARDO, SANDRO	VITALE, SASKIA	08 AUG 2019	TRAFFIC STOP	ACTIVE
 VIDEO_407P	SANDERSON, JOHN	REYNOLDS, ELIZABETH	07 AUG 2019	TRAFFIC STOP	ACTIVE
 VIDEO_5268	BARNES, SUSAN	WARD, SHIRLEY	07 AUG 2019	TRAFFIC STOP	ACTIVE
 VIDEO_332W	BEAUDEN, KOFI	BRIDGITT, CAROLINE	04 AUG 2019	TRAFFIC STOP	ACTIVE
 VIDEO_989C	CHAK, TOLA	RAIED, SAMIRAH	02 AUG 2019	TRAFFIC STOP	ACTIVE
 VIDEO_517A	MOYER, MARLIE	NEWMAN, SHABBAZ	01 AUG 2019	TRAFFIC STOP	ACTIVE

Evidence.com



Taser 10

Recommendation Quote

	Recommended	
	(47) AB4, (6) Docks, Warranty + 2x Refresh (9) Pro Licenses, (40) Basic, Unlimited Axon & 3rd party Storage, Redaction, Community Request, Channel Services Axon Installation and Training	
	(15) Fleet 3, Warranty + 1x Refresh ALPR, Unlimited Storage Axon Installation and Training	
	(47) TASER 10 and Dock, Warranty Field-use and Training Plans for (47) officers 2-Day Instructor School	
Year 1	\$	100,000.00
Year 2	\$	185,616.88
Year 3	\$	185,616.88
Year 4	\$	185,616.87
Year 5	\$	185,616.87
TOTAL	\$	842,467.50

Bundle Discounts

Discount Breakdown:

Bundled/Added Discounts:	\$	269,489.02
Second Dock Refresh: - \$5,425.86		
Second Camera Refresh: - \$38,435.52		
Data Migration: - \$50,000		
ALPR at no cost: - \$55,260.00		
TASERs: - \$300 off per TASER - \$14,100		

Price Breakdown

Cost Attribution:		
Body Cameras	\$	411,253.70
Fleet	\$	213,717.00
TASERs	\$	217,496.80
CIP versus Operating		
Capital Improvement	\$	319,456.89
Operating	\$	523,010.61