

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
JANUARY 13, 2025, 5:30 PM**

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

Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson

D. PUBLIC COMMENT

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole.

The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meeting laws.

E. COUNCIL, ADMINISTRATOR, AND MAYOR COMMENTS**1. BOARDS AND COMMISSIONS YEARS OF SERVICE
RECOGNITION**

We recognize the following individuals for years of service milestones in 2024.

5 Years of Service:

- Heidi Hogan - Building Board of Appeals
- David Schulze - Building Board of Appeals
- Kellissa Thurston - Building Board of Appeals
- Jon Boston - Electrical Appeal Board

- Cindy Brodin - Park & Recreation Advisory Committee
- Laura Eilers - Planning & Zoning Commission
- Leon Lamer - Solid Waste Commission

10 Years of Service:

- Nancy Harris - Civil Service Commission

20 Years of Service:

- Norman Bach - Investment Committee

F. CONSENT AGENDA

1. APPROVE MINUTES 12/20/24 MEETING AND BILL LIST \$2,409,400.04

Documents:

[2024-12-20_SIGNED Council Minutes.pdf](#)
[2025-01-13_BILL LIST Summary.pdf](#)
[2025-01-13_BILL LIST Detail.pdf](#)

2. APPROVE FINANCIAL STATEMENTS-SEPTEMBER 2024

Documents:

[Memo for September 2024 Financial Statements.pdf](#)
[September 2024 Financial Statements.pdf](#)

3. APPROVE ALCOHOL LICENSE RENEWALS

OCEAN CITY, 5 W MAIN ST | WAYWARD SOCIAL, 1101 S 6TH ST
 | KWIK STAR #607, 814 S 6TH ST | ABARROTES LA SALUD, 17
 N 1ST ST | WANDERING CREEK, 2436 233RD ST

4. APPROVE CIVIL SERVICE NEW HIRE LISTS - TRANSIT OPERATOR AND STREET MAINTENANCE WORKER II

Documents:

[2025-01-13_CONSENT_Civil Service New Hire List -
Transit Operator.pdf](#)
[2025-01-13_CONSENT_Civil Service New Hire List -
Street Maintenance Worker II.pdf](#)

5. RECEIPT OF BUILDING & TRADE PERMIT REPORT- DECEMBER 2024

Documents:

[December 2024 Building Permit Report.pdf](#)
[December 2024 Trade Permit Report.pdf](#)

6. RECEIPT OF 2024 ANNUAL BUILDING PERMIT REPORT

Documents:

[2024 Annual Building Report.pdf](#)

7. RESOLUTION 2025-001 TO APPROVE THE FAÇADE GRANT APPLICATION FOR MARSHALLTOWN ELKS LODGE #312 AT 101 WEST CHURCH STREET AND 27-31 ENE S. 1ST STREET, MARSHALLTOWN, IOWA

Documents:

[2025-01-13_2025-001_Resolution to Approve the Facade Grant for Elks Lodge.pdf](#)
[2025-01-13_2025-001_Elks Lodge Facade Grant Application 12.20.24.pdf](#)

8. RESOLUTION 2025-002 AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX IN FISCAL YEAR 2025 FOR THE NATIONAL EMPLOYEE SURVEY

Documents:

[2025-01-13_2025-002_Resolution LOST Funds for Employee Survey.pdf](#)
[2025-01-13_2025-002_Memo National Employee Survey.pdf](#)
[2025-01-13_2025-002_Marshalltown IA _ Polco Software and Services Agreement.pdf](#)
[2025-01-13_2025-002_Polco - The National Employee Survey _ Marshalltown IA.pdf](#)

9. RESOLUTION 2025-003 AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX FOR A SOLID WASTE STUDY

Documents:

[2025-01-13_2025-003_Resolution LOST Funds for Solid Waste Study.pdf](#)
[2025-01-13_2025-003_Memo Solid Waste Study 01.13.25.pdf](#)
[2025-01-13_2025-003_Marshalltown Waste Management Budget Proposal_12 11 2024.pdf](#)
[2025-01-13_2025-003_Marshalltown Waste Management SOW 12.24.pdf](#)
[2025-01-13_2025-003_Solid Waste Study Timeline.pdf](#)

10. RESOLUTION 2025-004 APPROVING AN AGREEMENT FOR TOBACCO ENFORCEMENT SERVICES BETWEEN THE

**CITY OF MARSHALLTOWN, IOWA, AND THE IOWA
ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA,
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA
CODE**

Documents:

[2025-01-13_2025-004_Resolution Approving 28E for Tobacco Enforcement.pdf](#)
[2025-01-13_2025-004_Memo MPD and Iowa ABD Tobacco 28E FY25.pdf](#)
[2025-01-13_2025-004_FY 2025 28E Tobacco SIGNED.pdf](#)

11. RESOLUTION 2025-005 AMENDING THE POLICY FOR RECORDS RETENTION AND EXAMINATION AND COPYING OF PUBLIC RECORDS

Documents:

[2025-01-13_2025-005_Resolution Amending the Policy for Examination and Copying of Public Records.pdf](#)
[2025-01-13_2025-005_Memo Public Records Policy.pdf](#)
[2025-01-13_2025-005_Records Retention and Examination and Copying of Public Records Policy.pdf](#)

12. RESOLUTION 2025-006 TO APPROVE TRANSFERS FOR FY25 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

Documents:

[2025-01-13_2025-006_Resolution Transferring Funds for FY25 thru 9.30.24.pdf](#)
[2025-01-13_2025-006_Memo for Transfer Funds in FY25 through September 30 2024.pdf](#)

13. RESOLUTION 2025-007 APPROVING CONTRACT CHANGE ORDER #3 FOR THE RIVERVIEW PARK PHASE I #PRK23001, A DECREASE OF \$585.00

Documents:

[2025-01-13_2025-007_Resolution Approving CO3 Riverview Park Phase 1 PRK23001.pdf](#)
[2025-01-13_2025-007_Memo_PRK23001 Riverview_CO 3.pdf](#)
[2025-01-13_2025-007_PRK 23-001_Change Order 3_to council.pdf](#)

14. RESOLUTION 2024-008 ADOPTING SUPPLEMENTS S-11 TO THE CODE OF ORDINANCES OF THE CITY OF MARSHALLTOWN, IOWA, THROUGH ORDINANCE 15094

Documents:

[2025-01-13_2025-008_Resolution Approving Code of Ordinances Supplement.pdf](#)

15. RESOLUTION 2025-009 APPROVING THE MARSHALLTOWN MUNICIPAL AIRPORT FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

Documents:

[2025-01-13_2025-009_Resolution Approving Airport 5 Year CIP.pdf](#)

[2025-01-13_2025-009_A-Memo - Federal AIP Application FY26_FINAL.pdf](#)

[2025-01-13_2025-009_B-MIW Five Year CIP_to council 25 01 13_includes FFY25.pdf](#)

[2025-01-13_2025-009_C-FAA AIP Packet to Council.pdf](#)

16. RESOLUTION 2025-010 SELECTING ENGINEER & AUTHORIZING A MASTER SERVICES AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND MCCLURE ENGINEERING CO FOR AIRPORT DEVELOPMENT & ENGINEERING SERVICES FOR THE MARSHALLTOWN MUNICIPAL AIRPORT

Documents:

[2025-01-13_2025-010_Resolution Approving Contract with McClure Engineering Co - Airport Engineering.pdf](#)

[2025-01-13_2025-010_Memo - Airport Engineering.pdf](#)

[2025-01-13_2025-010_MIW Master Services Agreement - Engineering Services.pdf](#)

17. RESOLUTION 2025-011 SELECTING PLANNER & AUTHORIZING A MASTER SERVICES AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND MCCLURE ENGINEERING CO FOR AIRPORT PLANNING SERVICES FOR THE MARSHALLTOWN MUNICIPAL AIRPORT

Documents:

[2025-01-13_2025-011_Resolution Approving Contract with McClure Engineering Co - Airport Planning.pdf](#)

[2025-01-13_2025-011_Memo - Airport Planning.pdf](#)

[2025-01-13_2025-011_MIW Master Services Agreement - Planning Services.pdf](#)

G. REPORTS

1. MARSHALL COUNTY EMERGENCY MANAGEMENT AGENCY SERVICES

Presented by: Kim Elder, EMA Coordinator

H. MOTIONS

- 1. MOTION TO APPOINT MARK MITCHELL TO THE SOLID WASTE COMMISSION, TERM 1/13/25-1/12/30**
- 2. MOTION TO APPOINT GARY THOMPSON AS AN ALTERNATE ON THE SOLID WASTE COMMISSION, TERM ENDING 12/31/2026**

I. DISCUSSION

- 1. DISCUSSION - EXPENDITURE OF FUNDS FOR ANNUAL EMPLOYEE RECOGNITION**

Documents:

[2025-01-13_DISCUSSION1_Draft Resolution Authorizing Expenditure for Employee Recognition.pdf](#)
[2025-01-13_DISCUSSION1_Memo Public Purpose Policy for Annual Breakfast.pdf](#)

- 2. DISCUSSION - DOWNTOWN REDEVELOPMENT EAST MAIN & CENTER STREET - FIRE SERVICE**

Documents:

[2025-01-13_DISCUSSION2_Memo - DIP-P2 - Fire Services.pdf](#)
[2025-01-13_DISCUSSION2_Fire Service Info.pdf](#)

J. ADJOURNMENT

MISSION STATEMENT

The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news at www.marshalltown-ia.gov.



**MARSHALLTOWN
MORE THAN EVER**

**COUNCIL PROCEEDINGS
DECEMBER 20, 2024**

In Mayor Greer's absence, Mayor Pro-tem Ladehoff called the meeting to order at noon, December 20, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided. Sergeant Christopher Roush was presented with a certificate for 5 years of service.

CONSENT AGENDA

Motion by Schneider, second by Kell to adopt the consent agenda less item 8: APPROVE MINUTES 12/09/24 MEETING AND BILL LIST \$1,450,292.67; APPROVE ALCOHOL LICENSE RENEWALS-TANNIN INC, 125 E MAIN ST, UNIT B, WITH OUTDOOR SERVICE AND MARSHALLTOWN ARTS & CIVIC CENTER, 709 S CENTER ST; APPOINT BENJAMIN HARRIS-MEDINA TO THE PLAN & ZONING COMMISSION, TERM ENDING 3/31/29; REAPPOINT DAVID SCHULZE TO THE BUILDING BOARD OF APPEALS, TERM 1/1/25-12/31/29; REAPPOINT NEIL DALAL, JILLIAN HERINK, STEVE STORJOHANN TO PARK & RECREATION ADVISORY COMMITTEE, TERMS ENDING 1/1/27; APPOINTMENT OF JANET WEIS TO THE PARK & RECREATION ADVISORY COMMITTEE, TERM 1/1/25-1/1/27; APPROVE AUGUST 2024 FINANCIAL STATEMENTS; RESOLUTION 2024-280 APPROVING THE 2025 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING SERVICES; RESOLUTION 2024-281 APPROVING THE 2025 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES; RESOLUTION 2024-282 APPROVING THE 2025 BOLTON AND MENK PROFESSIONAL SERVICES AGREEMENT FOR GENERAL PARK PLANNING AND DESIGN SERVICES; RESOLUTION 2024-283 TO REALLOCATE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS; RESOLUTION 2024-284 APPROVING AN AMENDED CONTRACT AND SUBRECIPIENT AGREEMENT WITH YOUTH AND SHELTER SERVICES OF MARSHALL COUNTY FOR THE CONTINUATION OF THE MPACT PROGRAM. Motion carried 7-0.

Motion by Schneider, second by Kell to adopt RESOLUTION 2024-279 AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX FOR CIVIC PLUS IMPROVEMENTS. Amended motion by Fonseca, second by Ladehoff to include the Civic Plus Media package with closed captioning and Spanish translation. Motion failed 2-5, Kell, Mitchell, Nichols, Schneider, and Thompson dissenting. Amended motion by Nichols, second by Schneider to implement Microsoft Teams for live closed captioning and translation which is available in multiple languages. Motion failed 1-6, Fonseca, Kell, Ladehoff, Mitchell, Schneider, Thompson dissenting. The original motion carried 7-0.

REPORTS

Diana Steiner, Finance Director reviewed the 2025 Budget Schedule noting a special meeting on January 20th at 5:30 pm and March 24th at 5:00 pm.

RESOLUTIONS

Motion by Schneider, second by Nichols to adopt RESOLUTION 2024-285 SUSPENDING CIVIL SERVICE COMMISSION AND CITY COUNCIL APPROVAL OF CIVIL SERVICE POLICE OFFICER NEW HIRE LISTS. Jill Petermeier, Human Resources Director, advised the suspension would expedite the hiring process for police officers and would be in effect for one year. Motion carried 7-0.

Motion by Schneider, second by Kell to adopt RESOLUTION 2024-286 AUTHORIZING THE AWARD OF CONTRACT FOR THE RIVERVIEW PARK PLAYGROUND EQUIPMENT TO MIDWEST PLAYSAPES. Motion carried 7-0.

Motion by Schneider, second by Kell to adopt RESOLUTION 2024-287 ACCEPTING BID, AS AMENDED BY CHANGE ORDER #0, AND AUTHORIZING THE AWARD OF CONTRACT FOR THE LINN CREEK TRAILHEAD AND BRIDGE PROJECT NO. TRL24001 AND TRL24002, IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$1,895,933 TO CON-STRUCT INC. Motion carried 7-0.

Motion by Schneider, second by Ladehoff to adopt RESOLUTION 2024-288 ACCEPTING BID, AS AMENDED BY CHANGE ORDER #0, AND AUTHORIZING THE AWARD OF CONTRACT FOR THE WATER PLAZA, PROJECT NO. PRK22004 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$1,887,325 TO EDGE COMMERCIAL, LLC. Motion carried 7-0.

Motion by Schneider, second by Kell to adopt RESOLUTION 2024-289 APPROVING SNYDER AND ASSOCIATES PROFESSIONAL SERVICE AGREEMENT AMENDMENT NO. 3 FOR DESIGN AND CONSTRUCTION FOR THE LINN CREEK TRAILHEAD AND BRIDGE PROJECTS, IN THE AMOUNT OF \$85,000. Motion carried 7-0.

Motion by Schneider, second by Nichols to adopt RESOLUTION 2024-290 APPROVING BOLTON AND MENK PROFESSIONAL SERVICE AGREEMENT AMENDMENT NO. 3 FOR DESIGN AND CONSTRUCTION FOR THE LINN CREEK WATER PLAZA, IN THE AMOUNT OF \$190,185. Public comment was provided. Motion carried 7-0.

ORDINANCES

Mayor Pro-Tem Ladehoff opened a public hearing at 12:44 pm for an amendment to the Code of Ordinances, Chapter 156: Zoning. Written and public comments were received in support of the amendment for ground solar arrays for Public Institutions. The public hearing was closed at 12:45 pm. Motion by Thompson, second by Kell to adopt the second reading of ORDINANCE 15097 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 156: ZONING. Motion carried 5-2, Mitchell and Schneider dissenting.

Motion by Kell, second by Nichols to waive the third reading of ORDINANCE 15097 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 156: ZONING. Motion carried 5-2, Mitchell and Schneider dissenting.

DISCUSSION

Carol Webb, City Administrator advised the council approved \$6,000 in council-designated local option sales tax in FY23 for an employee survey. Due to staff changes the survey was not completed and the cost has increased. Motion by Nichols, second by Schneider to allocate an additional \$1,600 in council-designated local option sales tax for an employee survey. Motion carried 7-0.

Carol Webb, City Administrator advised she solicited proposals for a solid waste management study which was identified as a priority in the 2024 strategic planning session. Motion by Schneider, second by Nichols to allocate \$9,005 in council-designated local option sales tax for a solid waste study performed by Iowa State University College of Design. Motion carried 7-0.

CLOSED SESSION

Motion by Nichols, second by Kell to enter into closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney. Motion carried 7-0 and the council entered into closed session at 12:53 pm. Motion by Kell, second by Mitchell to exit the closed session. Motion carried 7-0 and the council returned to open session at 1:10 pm. Motion by Kell, second by Nichols to adopt RESOLUTION 2024-291 APPOINTING JEFFREY EVENSON AS THE CITY OF MARSHALLTOWN PARKS AND RECREATION DIRECTOR. Public comment was presented. Motion carried 6-1, Fonseca dissenting.

ADJOURNMENT

The meeting adjourned at 1:21 p.m.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 01/13/25

Buildings/Improvements

Electric.Supply/2	-8.09
Menards/6	4.48
SherwinWilliams/3	227.46

Consulting & Professional Fees

AMERICAN.LEGAL./1	1,154.25
Bernie.Lowe/2	116.41
Bolton&Menk.Inc/4	79,637.42
Calhoun-Burns/1	1,503.75
CkendallConsult/3	5,220.00
FOX Strand/1	19,305.90
Health.Partners/2	23,852.58
Howard.R.Green/1	52,600.00
IA Pub Defender/1	3,068.10
Marshall.Co.Art/1	32,500.00

Contracts

Advance.Garage./2	1,505.00
Allmax Software/1	7,350.00
ARL/1	7,210.67
BDH/28	7,948.34
BG.HVAC.INC/3	2,639.40
CIRO.DIIORIO LLC/1	26,365.79
City.Laundrying/3	291.41
Cloudiance Inc./1	300.00
Construct/1	82,380.20
Cornerstone Com/1	56,062.95
EO Johnson Co/3	667.96
Marsh.Co.Landfi/1	60.00
Marshall.Co.Aud/1	2,500.00
MEDIC/2	5,000.00
Midwest Playsca/1	203,192.35
Midwest.Overhd./1	707.25
Morford.Constr/1	3,850.00
Mtwn.Aviation/2	4,666.00
Nutri.Ject.Sys/2	21,058.36
Prairie Waste/12	1,223.44
Premier.Equip/1	74.64
Rainbow Carwash/5	103.86
Region 6/2	47,540.00
Safe Building/1	4,080.00
Schendel.Pest.C/1	50.52
Sensys Gatso/1	11,550.00
Stericycle.Inc/2	140.99
TotalAdmin.Serv/6	1,791.82
Union Pac RR Co/1	2,003.60
Van.Meter.Inc/1	298.00
Xerox Corp/1	47.22
Ziegler/1	215.79

Medical

Bernie.Lowe/2	896.38
Covenant Workpl/1	419.90
HARTFORD.ACCTS/2	6,833.04
Health.Partners/8	169,038.22
Hunter Lane LLC/4	1,849.52

McFarland.Cl/1	38.72
Unity Point-Occ/1	42.00

Payroll.Deductions

I.P.E.R.S./1	3.11
--------------	------

Payroll.Net

Payroll 1/1	356,757.40
Payroll 26/1	336,534.30

Refund/Reimbursed

AMES,STEVEN/1	600.00
Barker, Kirsten/1	30.00
Gratopp,K/1	304.89
Health.Partners/2	-241.53
Lang, Greg/1	130.00

Rents/Leases

201 E Main MT/12	4,586.00
6 Pack Propert/1	724.00
A.White/1	311.00
Ackley.Housing/7	1,304.00
AMES,STEVEN/1	650.00
Arrowhead Homes/1	306.00
Bahr,Larry/1	766.00
BJ&J.LLC/1	234.00
BLOOD,A/1	420.00
Blue Fund I/2	866.00
Borota,K/3	1,011.00
Brodin,C/1	76.00
Brown, Larry/1	341.00
Buchanan,Steven/1	240.00
Buckaroo.LLC/3	1,593.00
CIRSI/6	461.00
Clock Tower Sen/10	3,292.00
CMHC.INVEST/1	199.00
Conzalez, Renat/1	907.00
Crestview Apts/24	8,999.00
D.D.Rentals/6	2,618.00
Daters, Toni Ra/1	451.00
Double.D.Entrp/1	374.00
Douglas Ter Apt/2	1,425.00
ECKLOR,S/1	220.00
EPC LLC/4	1,008.00
Etter, Connie/1	650.00
Eubanks,C/1	303.00
Flores, Antonio/1	822.00
Friendly.Valley/3	331.00
Gorrell, Joseph/1	344.00
Gray,D/4	2,809.00
Gutierrez,Humbe/2	643.00
Hala,J/4	994.00
Hatch,R/2	871.00
HESENIUS,R/1	817.00
Hilltop.Village/2	485.00
Hinmon,Linda/1	236.00
Ho Phi Nguyen/1	347.00
House Harvester/1	350.00

BILL LIST 01/13/25

Housing Auth Or/1	1,932.00
HousingAuth Tam/1	1,786.00
HOWARD,J/1	171.00
Hubbard MapleSt/1	192.00
Inman, Jeffrey/1	550.00
JB.I.COOP.Assn/3	1,187.00
JDL.Rental.Coop/1	496.00
JMADD Propertie/1	432.00
Judge, John/1	360.00
Judge,M/15	4,480.00
Kading Prop LLC/4	3,486.00
Kramer, Marcia/1	92.00
Lawthers.Prop.M/2	1,043.00
Linton, Tyler/2	703.00
Lopez, Jaime/1	450.00
LUENSE,B/6	2,905.00
Manship,W/1	683.00
Manus&Michelle/2	622.00
Marion Manor I/1	258.00
MD Kruse Enter/1	184.00
Moore, Michelle/1	358.00
Mtown Lofts LLC/19	7,415.00
Mtown/Westown/21	5,980.00
North.Tama.Hsg/1	60.00
Oetker,D/3	325.00
Palisade.Holdng/1	271.00
Park.Elms,LLC/4	1,173.00
Pebworth Homes/1	232.00
Plymat Jr, Will/1	554.00
Premier.RE.Mgmt/8	3,920.00
PremierIowaCity/8	2,362.00
Pyramid Propert/4	791.00
RA.Rental.Prop/4	2,043.00
Ramirez, Sergio/1	367.00
Redborg,Kirsten/1	391.00
Reed,T/3	1,205.00
River.Birch/3	1,117.00
River.Oaks/4	1,788.00
RMB Cooperative/2	564.00
Roth, Kamaria/1	374.00
Rural Rivaval P/1	680.00
SanDiegoHousing/1	2,648.00
Schmidt,M/3	1,771.00
Shugarland Apts/1	290.00
Soto, Angela/1	763.00
Stalzer, Jason/1	79.00
Sweet Pea Prop/1	247.00
Swiff, Scott/1	437.00
Tallcorn.Tower/14	3,875.00
TAYLOR,M/1	359.00
TOWN.APARTMENT/3	903.00
TTLC.Hsg/5	1,940.00
Ultimate Prop M/1	456.00
Walker, Angela/1	309.00
Worsfold Farm/1	377.00

Zelaya, Hector/1	503.00
Service/Repairs	
AAA.Septic/4	385.00
Advance.Garage./2	1,450.00
Airgas.U.S.A./1	76.24
Augspurger,Just/1	350.00
BG.HVAC.INC/1	625.00
Cert.Pwr.Inc./1	1,507.28
Cline, Troy/8	1,270.00
Electric.Supply/4	119.04
Fiser, Jessica/1	13.00
Gentry,S/2	42,025.00
Gregg Young Aut/1	11,181.38
Hannam.Autom/1	1,630.40
Heart.of.Iowa/14	3,702.75
Hogeland.Auto.P/6	1,420.00
Housing Auth Or/1	53.13
HousingAuth Tam/1	53.11
HUPP.ELECTRIC.M/1	525.00
IA.Treasurer/3	18,073.20
Jara, Laura/1	30.00
Jetco Inc/1	807.00
Karl.Chevrolet/1	926.25
Kincade,Jasmine/1	24.00
Ledford,M/1	800.00
Louis, Marie/1	7.00
Manning, Stepha/1	7.00
McAtee.Tire/4	212.00
McFarland.Cl/1	279.04
Mediacom/1	483.69
Menards/8	130.46
Mills, Matthew/1	10.00
Mtwn.Aviation/1	30.05
Neave, Mia/1	46.00
ONE.SOURCE/2	29.00
Patton,Camille/1	26.00
Rasmussen,Lynn/1	50.00
SanDiegoHousing/1	53.13
Schamweber.Wtr/1	27.00
Sippa, Simako/1	16.00
Stiegelmeier, C/1	10.00
T Mobile/1	1,158.05
TR/1	236.60
Verizon.Wireles/2	122.52
Wirth, Tammy/1	28.00
WW.Grainger/8	375.70
Sewer	
Mtwn.Wtrwrks/4	727.82
Supplies/Parts	
Airgas.U.S.A./4	429.24
Arnold.Motor/22	2,002.04
Augspurger,Just/4	8,090.51
Barco.MuniProd/3	1,204.26
BDH/6	2,198.49

BILL LIST 01/13/25

Bound.Tree.Medi/2	596.97
City.Laundering/6	184.23
Cntrl.IA.Distr/1	323.00
Dakota Supply/1	241.66
Deluxe.Business/4	674.74
DF Supply Inc/1	6,875.20
Doll Distrib/3	1,178.10
Ed.M.Feld.Eq/1	278.90
Electric.Supply/2	198.11
Engineered Equi/2	11,497.38
Fastenal.Co/4	84.67
Fire Serv Trn/1	50.00
Galls.LLC/4	283.66
Gervich.Sons/3	356.00
Gillig.LLC/2	395.55
Hawkeye.Truck/1	153.35
IA.Prison.Ind/2	378.51
Jensen.Inc/1	170.00
Karl.Chevrolet/1	305.74
Kriss.Premium/1	359.51
McAtee.Tire/2	171.79
Menards/22	1,045.38
Michael Todd&Co/2	175.45
Microbac Lab/1	122.00
Midland.Scienti/6	1,207.53
Murphy.Tractor./1	801.64
Napa.Auto/5	435.98
Northern.Lights/1	500.42
Nutrien.Ag.Sol/5	3,573.33
Office.Express/1	409.90
Optical.Center/1	25.00
Oreilly.Automot/1	53.98
PECH Optical/1	63.08
Plumb.Supply/3	199.00
PoliceLegalSci/1	1,248.00
Reliant.Fire.Ap/1	1,753.59
ShoBiz,Minutema/2	780.52
Spahn.Rose.Lmbr/1	20.10
Sprayer,Special/2	209.91
STAPLES/4	157.07
Tele Difference/2	4,605.00
Thiesens.Supply/16	1,086.14
Vanwall Equip/1	129.91
Wendling.Quarri/1	286.52
Witmer.Public.S/1	65.36
Ziegler/1	440.50

Taxes Paid

IA.Treasurer/1	4.58
----------------	------

Utilities

Alliant.Energy/69	39,077.16
ConsumersEnergy/3	388.52
I.R.U.A./1	172.54
Mtn.Aviation/1	62.50
Mtn.Wtrwrks/16	2,559.73
WoodRiver.Enrgy/3	5,621.62

Wage Assignment

American.Educa./2	128.82
Collection.Svs./10	2,457.72
Colonial.Life/2	542.98
Fidelity.Securt/4	970.50
I.M.W.C.A/1	13,859.00
I.P.E.R.S./9	90,239.65
I.R.S./14	182,252.70
IA.Treasurer/5	31,715.49
ICMA457Mission/22	29,848.14
M.F.P.R.S.I./4	136,945.71
Shaffer, Jacque/1	35.00
TotalAdmin.Serv/61	14,419.85
United.Way/4	1,292.30
Total/944	2,409,400.04

BILL LIST 01/13/25

Account Number	Vendor Name	Description (Item)	Amount
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 465.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 273.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 287.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 313.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 316.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 319.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 462.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 444.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 460.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 449.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 462.00
184.5030.5242.000	201 E Main MT LLC	rent assistance	\$ 336.00
184.5030.5242.000	6 Pack Properties LLC	rent assistance	\$ 724.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	November rental	\$ 100.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	December rentals	\$ 115.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	extra services at Fisher Comm center	\$ 55.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	January rental	\$ 115.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 107.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 108.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 149.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 301.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 202.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 206.00
184.5030.5242.000	ACKLEY HOUSING INC	rent assistance	\$ 231.00
001.4030.5342.000	Advance Garage Doors Inc	PW Bldg door #2 repairs	\$ 376.25
001.4030.5410.000	Advance Garage Doors Inc	PW Bldg garage #2 door springs	\$ 362.50
110.2010.5342.000	Advance Garage Doors Inc	PW Bldg door #2 repairs	\$ 1,128.75
110.2010.5410.000	Advance Garage Doors Inc	PW Bldg garage #2 door springs	\$ 1,087.50
110.2010.5380.000	AIRGAS USA, LLC	Street dept rentals	\$ 76.24
110.2010.5600.000	AIRGAS USA, LLC	Oxygen rental	\$ 84.12
110.2010.5600.000	AIRGAS USA, LLC	Street acetylene	\$ 191.90
110.2010.5600.000	AIRGAS USA, LLC	Street rental	\$ 98.50
110.2010.5600.000	AIRGAS USA, LLC	Street rental	\$ 54.72
001.1030.5481.000	Alliant Energy	25 N Center St Civil Defense Sirens	\$ 100.00
001.1030.5481.000	Alliant Energy	Tornado siren	\$ 21.93
001.1099.5481.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 6,095.91
001.1099.5482.000	Alliant Energy	909 S 2nd St Fire & Police Bldg	\$ 497.64
001.2020.5481.000	Alliant Energy	NE corner S 1st Ave / Church St parking lot	\$ 256.43
001.2080.5481.000	Alliant Energy	2651 170th St TEMP	\$ 445.68
001.2080.5481.000	Alliant Energy	2651 170th St Runway lights	\$ 136.09
001.4010.5481.000	Alliant Energy	Library - 105 W Boone St	\$ 2,341.95
001.4030.5481.000	Alliant Energy	311 E ANSON ST PARK	\$ 21.93
001.4030.5481.000	Alliant Energy	516 N 3rd St Elks Park	\$ 27.60
001.4030.5481.000	Alliant Energy	802 S 3rd St Skate Park	\$ 23.76
001.4030.5481.000	Alliant Energy	915 S 4th Ave Anson Park	\$ 24.62
001.4030.5481.000	Alliant Energy	108 N 2nd Ave Alley - Farmers Market	\$ 25.48
001.4030.5481.000	Alliant Energy	JUDGE PARK	\$ 28.38
001.4030.5481.000	Alliant Energy	HIGHLAND ACRES RD	\$ 36.00
001.4030.5481.000	Alliant Energy	Broadmore Assistance League	\$ 14.57
001.4030.5481.000	Alliant Energy	220 N 13th St Rest room	\$ 51.84
001.4030.5481.000	Alliant Energy	N 13th St	\$ 101.76
001.4030.5481.000	Alliant Energy	Arnolds Park	\$ 13.37
001.4030.5481.000	Alliant Energy	516 N 3rd St Elks Park	\$ 27.87
001.4030.5481.000	Alliant Energy	500 Plaza Hts Rd	\$ 50.93
001.4030.5481.000	Alliant Energy	407 Marion St	\$ 26.54
001.4030.5481.000	Alliant Energy	S 3rd Ave Kiwanis Park	\$ 32.82
001.4030.5481.000	Alliant Energy	602 W Merle Hibbs Blvd	\$ 17.39
001.4045.5481.000	Alliant Energy	Aquatic Center	\$ 261.29
001.4065.5481.000	Alliant Energy	10 W State St COLISEUM	\$ 3,252.53
001.4065.5482.000	Alliant Energy	10 W State St COLISEUM	\$ 1,274.97
001.6050.5481.000	Alliant Energy	24 N Center St Municipal Bldg	\$ 140.73
001.6051.5481.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 1,481.59
001.6051.5482.000	Alliant Energy	36 N Center St- Carnegie Bldg	\$ 589.65
110.2010.5481.000	Alliant Energy	2107 S Center St irrigation system	\$ 18.15

110.2010.5481.000 Alliant Energy	1600 S Center St irrigation system	\$	3.17
110.2010.5481.000 Alliant Energy	1600 S Center St irrigation system	\$	26.82
110.2030.5481.000 Alliant Energy	S 6th Street	\$	83.02
110.2030.5481.000 Alliant Energy	MARSHALLTOWN	\$	19,093.05
110.2030.5481.000 Alliant Energy	407 Player St Bridge Light	\$	101.38
110.2030.5481.000 Alliant Energy	17 N Center St metered	\$	32.22
110.2030.5481.000 Alliant Energy	3098 Lincoln Way sign	\$	23.83
110.2030.5481.000 Alliant Energy	6 S 2nd St Alley	\$	52.77
110.2030.5481.000 Alliant Energy	36 W Main St alley	\$	54.03
110.2030.5481.000 Alliant Energy	207 W Main St	\$	51.81
110.2030.5481.000 Alliant Energy	106 S Center St metered	\$	45.33
110.2030.5481.000 Alliant Energy	220 E Main St alley	\$	54.03
110.2030.5481.000 Alliant Energy	1707 Laurel Dr Viaduct Light	\$	38.90
110.2030.5481.000 Alliant Energy	404 1/2 S Center St Viaduct	\$	98.31
110.2030.5481.000 Alliant Energy	N Center St & Church St	\$	36.32
110.2030.5481.000 Alliant Energy	36 E Main St Alley	\$	53.24
110.2030.5481.000 Alliant Energy	120 E MAIN ST ALLEY	\$	57.18
110.2030.5481.000 Alliant Energy	MARKET ST BRIDGE LIGHTS	\$	90.56
110.2030.5481.000 Alliant Energy	N 13th Street lights	\$	165.76
110.2030.5481.000 Alliant Energy	25 N 13th St	\$	81.37
110.2030.5481.000 Alliant Energy	207 W Main St	\$	62.17
110.2040.5481.000 Alliant Energy	219 Westwood flashing lights	\$	24.72
110.2040.5481.000 Alliant Energy	S Center St & South St	\$	46.57
110.2040.5481.000 Alliant Energy	E Anson St cnr 4th Ave	\$	24.72
110.2040.5481.000 Alliant Energy	5 N 5th St cnr State St	\$	24.72
110.2040.5481.000 Alliant Energy	E Anson St cnr 3rd Ave	\$	54.03
110.2040.5481.000 Alliant Energy	S Center St cnr Boone St	\$	45.96
110.2040.5481.000 Alliant Energy	S CENTER ST CNR LINN	\$	35.84
110.2040.5481.000 Alliant Energy	S Center St cnr Anson	\$	68.16
110.2040.5481.000 Alliant Energy	W High St & S 6th St	\$	29.72
110.2040.5481.000 Alliant Energy	S 3rd Ave cnr Linn St	\$	109.38
110.2040.5481.000 Alliant Energy	S 6th St corner of Olive St	\$	37.80
110.2040.5481.000 Alliant Energy	Westwood Dr cnr Center	\$	38.84
110.2040.5481.000 Alliant Energy	W Meadowlane cnr Center	\$	42.54
142.4030.5481.000 Alliant Energy	800 S 6th St Softball Diamonds	\$	160.08
610.8016.5481.000 Alliant Energy	S 2nd St corner of Player	\$	390.31
610.8016.5481.000 Alliant Energy	S 12th Ave corner of E Main St	\$	59.61
610.8016.5481.000 Alliant Energy	N 22nd St	\$	139.49
610.8015.5347.000 Allmax Software Inc	Software maint & support 03/1/25-02/28/26	\$	7,350.00
999.1121.000 American Education Services	Wage Withholding	\$	64.41
999.1121.000 American Education Services	Wage Withholding	\$	64.41
001.6020.5230.000 American Legal Publishing Corp	2024 S-11 Supplement pages	\$	1,154.25
001.2020.5980.000 AMES, STEVEN	Refund FY25 Parking lot fee 113 E State St	\$	600.00
184.5030.5242.000 AMES, STEVEN	rent assistance	\$	650.00
001.1090.5331.000 Animal Rescue League	January animal services contract within city limit	\$	7,210.67
001.1010.5565.000 Arnold Motor Supply	PD K9 RAM brake pads, rotors, hubs	\$	354.70
001.2080.5565.000 Arnold Motor Supply	Wiper blades Equip #40	\$	(12.32)
001.2080.5565.000 Arnold Motor Supply	Airport grease, oil, antifreeze	\$	269.24
001.2080.5565.000 Arnold Motor Supply	Wiper blades Equip #40	\$	12.07
001.2080.5565.000 Arnold Motor Supply	Wiper blades Equip #40	\$	45.75
001.4030.5611.000 Arnold Motor Supply	greases and cleaners	\$	113.78
001.6050.5565.000 Arnold Motor Supply	Motor oil for Dodge RAM	\$	49.73
110.2010.5565.000 Arnold Motor Supply	standard spark plugs	\$	25.72
110.2010.5565.000 Arnold Motor Supply	engine oil filter, fuel filter	\$	63.56
110.2010.5565.000 Arnold Motor Supply	filters and water separator	\$	75.84
110.2010.5600.000 Arnold Motor Supply	Hydraulic fittings	\$	74.91
110.2010.5600.000 Arnold Motor Supply	Street #40 starting fluid, relay	\$	19.41
110.2010.5600.000 Arnold Motor Supply	glass cleaner	\$	66.68
110.2010.5600.000 Arnold Motor Supply	hydraulic couplers	\$	267.72
110.2010.5600.000 Arnold Motor Supply	hydraulic fittings	\$	164.73
110.2010.5600.000 Arnold Motor Supply	hydro couplers	\$	144.30
610.8016.5565.000 Arnold Motor Supply	vactor hose end repair	\$	22.40
690.8050.5565.000 Arnold Motor Supply	belt drive idler/ tension pulley	\$	44.27
690.8050.5565.000 Arnold Motor Supply	belt drive idler/ tension pulley	\$	88.53
690.8050.5565.000 Arnold Motor Supply	fuel filter	\$	24.21
690.8050.5565.000 Arnold Motor Supply	fuel filters	\$	72.62
740.8065.5565.000 Arnold Motor Supply	vactor hose end repair	\$	14.19
184.5030.5242.000 Arrowhead Homes LLC	rent assistance	\$	306.00

001.6050.5410.000 Augspurger, Justin	Utility Ford Escape tires	\$ 350.00
110.2010.5565.000 Augspurger, Justin	Vehicles 34, 38, 41, 33 tires and repairs	\$ 6,049.90
110.2030.5565.000 Augspurger, Justin	Utility Ford Escape tires	\$ 140.00
110.2040.5565.000 Augspurger, Justin	Utility Ford Escape tires	\$ 210.00
750.8070.5565.000 Augspurger, Justin	Vehicles 34, 38, 41, 33 tires and repairs	\$ 1,690.61
001.1050.5342.000 B&G HVAC INC	Fire dept apparatus bay tube heater repair	\$ 262.50
001.4010.5342.000 B&G HVAC INC	Library RTU#7 temp sensor	\$ 170.00
001.6050.5342.000 B&G HVAC INC	City Hall server room AC unit repairs	\$ 2,206.90
610.8015.5410.000 B&G HVAC INC	Thermostat replacements WPCP Admin bldg	\$ 625.00
184.5030.5242.000 Bahr, Larry	rent assistance	\$ 766.00
110.2010.5600.000 Barco Municipal Products Inc	Truck tape	\$ 196.35
610.8016.5600.000 Barco Municipal Products Inc	survey flags	\$ 604.75
740.8065.5600.000 Barco Municipal Products Inc	survey flags	\$ 403.16
001.4040.5980.000 Barker, Kirsten	Day Camp Blast	\$ 30.00
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$ 79.34
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time- 20hrs Police dept	\$ 1,266.25
001.1010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PD-4500 Veeam Backup & Recovery	\$ 54.00
001.1010.5703.000 BDH INFORMATION TECHNOLOGY LLC	PD drive back up	\$ 126.60
001.1010.5703.000 BDH INFORMATION TECHNOLOGY LLC	Replaced cellular failover modem	\$ 157.91
001.4010.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time- 10 hrs Library	\$ 633.13
001.5040.5703.000 BDH INFORMATION TECHNOLOGY LLC	Monitors for Housing Director	\$ 163.79
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City Council remote monitoring & management	\$ 35.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Fire dept remote monitoring	\$ 165.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Finance remote monitoring & mangement	\$ 25.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Parks remote monitoring & management	\$ 30.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Aquatic Ctr remote monitoring & management	\$ 20.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Coliseum remote monitoring & management	\$ 40.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	City Hall remote monitoring & mangement	\$ 130.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Library remote monitoring & management	\$ 135.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Admin remote monitoring & management	\$ 25.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Housing remote monitoring & management	\$ 60.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Standalone Advanced SPAM/virus emailing	\$ 175.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM infrastructure device monitoring service	\$ 650.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Block time - 50hrs General Fund	\$ 3,165.62
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Veeam Monthly subsc -Tyler users	\$ 198.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SIEM server device monitoring service	\$ 200.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Police remote monitoring & mangement	\$ 390.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	SentinelOne Singularity complete advanced EDR	\$ 168.00
030.6070.5703.000 BDH INFORMATION TECHNOLOGY LLC	Surface Pro for Councilor Fonseca	\$ 1,680.00
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW-4500 Veeam Backup & recovery	\$ 18.00
110.2010.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW remote monitoring & management	\$ 60.00
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	PW-4500 Veeam Backup & recovery	\$ 18.00
110.2060.5347.000 BDH INFORMATION TECHNOLOGY LLC	Engineering remote monitoring & mangement	\$ 95.00
181.3040.5703.000 BDH INFORMATION TECHNOLOGY LLC	Monitors for Housing Director	\$ 16.37
184.5030.5703.000 BDH INFORMATION TECHNOLOGY LLC	Monitors for Housing Director	\$ 53.82
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	WPCP 4500 Veeam Backup & recovery	\$ 18.00
610.8015.5347.000 BDH INFORMATION TECHNOLOGY LLC	WPCP remote monitoring & mangement	\$ 75.00
690.8050.5347.000 BDH INFORMATION TECHNOLOGY LLC	Transit remote monitoring & management	\$ 20.00
881.1010.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 4.36
881.1010.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 193.54
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 112.05
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 702.84
184.5030.5242.000 BJ&J LLC	rent assistance	\$ 234.00
184.5030.5242.000 Blood, Alex	rent assistance	\$ 420.00
184.5030.5242.000 Blue Fund I	rent assistance	\$ 268.00
184.5030.5242.000 Blue Fund I	rent assistance	\$ 598.00
001.5040.5230.000 Bolton & Menk Inc	Planning/Zoning GIS Update; Hourly Contract	\$ 495.00
001.5040.5230.000 Bolton & Menk Inc	Planning/Zoning On Call service	\$ 9,093.50
363.2012.5233.000 Bolton & Menk Inc	Professional Serv - State St Recon 10/26-11/22/24	\$ 13,434.50
364.2012.5233.000 Bolton & Menk Inc	Design & Bidding Dtwn Ph 2A & 2B 10/26-11/22/24	\$ 56,614.42
184.5030.5242.000 Borota, Kent	rent assistance	\$ 319.00
184.5030.5242.000 Borota, Kent	rent assistance	\$ 272.00
184.5030.5242.000 Borota, Kent	rent assistance	\$ 420.00
001.1050.5630.000 Bound Tree Medical LLC	oxygen mask kit, Stats Padz	\$ 667.96
001.1050.5630.000 Bound Tree Medical LLC	invoice paid two times different number	\$ (70.99)
184.5030.5242.000 Brodin, Chris	rent assistance	\$ 76.00
184.5030.5242.000 Brown, Larry	rent assistance	\$ 341.00
184.5030.5242.000 Buchanan, Steven	rent assistance	\$ 240.00

184.5030.5242.000 Buckaroo LLC	rent assistance	\$ 482.00
184.5030.5242.000 Buckaroo LLC	rent assistance	\$ 521.00
184.5030.5242.000 Buckaroo LLC	rent assistance	\$ 590.00
110.2060.5233.000 CALHOUN-BURNS AND ASSOCIATES, INC	Engineering hourly Center St bridge re 11/17-12/14	\$ 1,503.75
610.8015.5600.000 CENTRAL IOWA DISTRIBUTING INC	WPCP toilet paper, cleaning rags and cloths	\$ 323.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 79.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 117.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 71.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 20.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 77.00
184.5030.5242.000 CENTRAL IOWA RESIDENTIAL SERV INC	rent assistance	\$ 97.00
110.2010.5410.000 CERTIFIED POWER INC CO	cylinder repair	\$ 1,507.28
363.2010.5342.000 Ciro DiIorio Masonry & Landscaping LLC	S 18th Ave Emergency NB Full Depth Patching	\$ 26,365.79
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 129.36
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 27.88
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 134.17
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 20.24
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 20.24
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 20.24
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 41.17
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 41.17
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 41.17
001.5020.5230.000 CKendall Consulting LLC	Independent Contractor Agreement	\$ 1,740.00
001.5030.5230.000 CKendall Consulting LLC	Independent Contractor Agreement	\$ 1,740.00
001.5040.5230.000 CKendall Consulting LLC	Independent Contractor Agreement	\$ 1,740.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 215.00
001.1075.5261.000 Cline, Troy	432 Union	\$ 360.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 50.00
001.1075.5261.000 Cline, Troy	407 N 7th Ave	\$ 180.00
001.1075.5261.000 Cline, Troy	612 E Church	\$ 180.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 90.00
001.1075.5261.000 Cline, Troy	410 N 11th Ave	\$ 180.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 15.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 100.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 244.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 287.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 327.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 331.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 211.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 341.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 613.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 450.00
184.5030.5242.000 Clock Tower Senior LP	rent assistance	\$ 388.00
001.6070.5347.000 Cloudiance Inc.	Zimbira support 100 EWS mailboxes	\$ 300.00
184.5030.5242.000 CMHC Investments LLC	rent assistance	\$ 199.00
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
999.1121.000 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	\$ 271.49
999.1133.000 COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 271.49
364.4030.5342.000 CONSTRUCT INC	Riverview Park Phase 1 Const 12/1-12/31/24	\$ 82,380.20
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 74.31
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 85.84
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 228.37
132.5020.5342.000 Cornerstone Commercial Contractors Inc	Downtown Fac Improvements thru 9/30/24	\$ 56,062.95
884.7010.5337.000 Covenant Workplace Solutions	January EAP services	\$ 419.90
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 80.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 201.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 204.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 226.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$ 248.00

184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	278.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	282.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	339.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	431.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	427.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	475.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	422.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	420.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	359.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	486.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	431.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	144.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	465.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	675.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	437.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	437.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	431.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	650.00
184.5030.5242.000 Crestview Apts LLC	rent assistance	\$	451.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$	412.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$	415.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$	1,025.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$	157.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$	515.00
184.5030.5242.000 D & D RENTALS INC	rent assistance	\$	94.00
610.8016.5600.000 Dakota Supply Group	Flex couplings	\$	241.66
184.5030.5242.000 Daters, Toni Rae	rent assistance	\$	451.00
001.4010.5605.000 DELUXE FOR BUSINESS	600 Library deposit tickets	\$	205.81
001.4040.5605.000 DELUXE FOR BUSINESS	300 Park & Rec deposit tickets	\$	131.56
001.6021.5605.000 DELUXE FOR BUSINESS	600 Finance deposit tickets	\$	205.81
750.8070.5605.000 DELUXE FOR BUSINESS	300 compost deposit tickets	\$	131.56
110.2050.5600.000 DF Supply Inc	snow fence control	\$	6,875.20
001.4066.5613.000 Doll Distributing LLC	Coliseum resale products	\$	372.30
001.4066.5613.000 Doll Distributing LLC	Coliseum resale products	\$	399.60
001.4066.5613.000 Doll Distributing LLC	Coliseum resale products	\$	406.20
184.5030.5242.000 Double D Enterprise	rent assistance	\$	374.00
184.5030.5242.000 Douglas Terrace Apartments LLC	rent assistance	\$	725.00
184.5030.5242.000 Douglas Terrace Apartments LLC	rent assistance	\$	700.00
184.5030.5242.000 Ecklor, Shane	rent assistance	\$	220.00
001.1050.5718.000 ED M FELD EQUIPMENT CO INC	Fire Hose coupling	\$	278.90
001.4030.5410.000 Electric Supply of Marshalltown	Community bldg EXIT signs	\$	48.56
001.4030.5410.000 Electric Supply of Marshalltown	EXIT Sign, photo eyes	\$	21.71
001.4065.5611.000 Electric Supply of Marshalltown	Coliseum trash enclosure light	\$	180.00
001.4065.5611.000 Electric Supply of Marshalltown	Coliseum trash enclosure light	\$	18.11
001.5010.5410.000 Electric Supply of Marshalltown	EXIT Sign, photo eyes	\$	24.39
110.2030.5410.000 Electric Supply of Marshalltown	EXIT Sign, photo eyes	\$	24.38
363.2012.5776.000 Electric Supply of Marshalltown	Coliseum flag pole material	\$	(10.59)
363.2012.5776.000 Electric Supply of Marshalltown	Coliseum flag pole light materials	\$	2.50
610.8015.5600.000 Engineered Equipment Solutions LLC	Gas system replacement bank	\$	9,737.18
610.8015.5600.000 Engineered Equipment Solutions LLC	replacement lobes for digester feed pump	\$	1,760.20
001.1010.5344.000 EO Johnson Co Inc	PD contract and copies	\$	577.80
001.6021.5344.000 EO Johnson Co Inc	Finance copies 9/26-12/25/24	\$	89.60
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT3935-01	\$	0.56
184.5030.5242.000 EPC LLC	rent assistance	\$	314.00
184.5030.5242.000 EPC LLC	rent assistance	\$	321.00
184.5030.5242.000 EPC LLC	rent assistance	\$	316.00
184.5030.5242.000 EPC LLC	rent assistance	\$	57.00
184.5030.5242.000 Etter, Connie	rent assistance	\$	650.00
184.5030.5242.000 Eubanks, Chad	rent assistance	\$	303.00
110.2010.5600.000 FASTENAL COMPANY	drill bits	\$	45.50
110.2010.5600.000 FASTENAL COMPANY	Street Stepdrill	\$	119.12
110.2010.5600.000 FASTENAL COMPANY	fasteners	\$	35.25
690.8050.5565.000 FASTENAL COMPANY	double payments on invoice	\$	(115.20)
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	337.36
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	140.84
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	336.71
999.1125.000 FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	155.59
001.1050.5460.000 Fire Services Training Bureau	certification fees for instructor 1	\$	50.00

184.5030.5246.000 Fiser, Jessica	rent assistance	\$ 13.00
184.5030.5242.000 Flores, Antonio	rent assistance	\$ 822.00
615.8015.5233.000 FOX Strand	WPC21001 WPCP Hdws & Dig Const Ph 11/1-11/30/24	\$ 19,305.90
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	rent assistance	\$ 147.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	rent assistance	\$ 74.00
184.5030.5242.000 FRIENDLY VALLEY APARTMENTS INC	rent assistance	\$ 110.00
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 83.31
001.1010.5132.000 Galls LLC	PD Chief collar pins	\$ 11.97
001.1010.5132.000 Galls LLC	Pd employee clothing	\$ 123.49
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 64.89
181.3040.5410.000 Gentry, Susan	Lead Hazard Reduction Program 615 W State St	\$ 27,825.00
181.3040.5415.000 Gentry, Susan	HH- Lead Hazard Reduction Program	\$ 14,200.00
110.2010.5600.000 GERVICH & SONS INC	Street dept stock steel	\$ 293.00
110.2010.5600.000 GERVICH & SONS INC	Street dept stock steel	\$ 20.00
110.2010.5600.000 GERVICH & SONS INC	Street dept stock steel	\$ 43.00
690.8050.5565.000 GILLIG LLC	torque clamp, silicone hose #121	\$ 195.67
690.8050.5565.000 GILLIG LLC	brake treadle	\$ 199.88
184.5030.5242.000 Gonzalez, Renato	rent assistance	\$ 907.00
184.5030.5242.000 Gorrell, Joseph	rent assistance	\$ 344.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 1,000.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 519.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 800.00
184.5030.5242.000 Gray, Dennis	rent assistance	\$ 490.00
130.1010.5260.000 Gregg Young Automotive Group	PD Tahoe VIN-1GNSKLED9PR298173 insurance claim	\$ 11,181.38
184.5030.5242.000 Gutierrez, Humberto Fabian	rent assistance	\$ 239.00
184.5030.5242.000 Gutierrez, Humberto Fabian	rent assistance	\$ 404.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 177.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 180.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 393.00
184.5030.5242.000 Hala, Janet	rent assistance	\$ 244.00
030.1010.5410.000 HANNAM AUTOMOTIVE LLC	PD 527 patrol wrap	\$ 1,630.40
884.7010.5337.000 HARTFORD- PRIORITY ACCTS	January insurance premium	\$ 6,354.40
913.1013.5337.000 HARTFORD- PRIORITY ACCTS	January insurance premium	\$ 478.64
184.5030.5242.000 Hatch, Roger	rent assistance	\$ 438.00
184.5030.5242.000 Hatch, Roger	rent assistance	\$ 433.00
110.2010.5600.000 HAWKEYE TRUCK EQUIPMENT INC	stainless steel light box	\$ 153.35
884.6021.4875.000 Health Partners	claims 12/12-12/18	\$ (1.54)
884.6021.4875.000 Health Partners	claims 12/19-12/25	\$ (239.99)
884.7010.5230.000 Health Partners	Monthly fees and premiums	\$ 11,401.00
884.7010.5230.000 Health Partners	Monthly fees and premiums	\$ 12,451.58
884.7010.5337.000 Health Partners	Monthly fees and premiums	\$ 28,265.46
884.7010.5337.000 Health Partners	Monthly fees and premiums	\$ 32,804.86
884.7010.5339.000 Health Partners	claims 12/12-12/18	\$ 23,775.73
884.7010.5339.000 Health Partners	claims 12/12-12/18	\$ 4,178.22
884.7010.5339.000 Health Partners	claims 12/19-12/25	\$ 48,632.79
884.7010.5339.000 Health Partners	claims 12/19-12/25	\$ 1,993.07
884.7010.5339.000 Health Partners	Claims 12/26-01/01	\$ 4,469.60
884.7010.5339.000 Health Partners	Claims 12/26-01/01	\$ 24,918.49
001.1099.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Police & Fire Bldg	\$ 2,130.14
001.4045.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Aquatic Center	\$ 80.14
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Coliseum	\$ 62.00
001.4065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	incentive credit	\$ (1.00)
001.6050.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	City Hall	\$ 145.14
110.2010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 55.04
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	January 25 Direct connect internet PW/WPCP	\$ 520.55
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 67.57
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	January 25 Direct connect internet PW/WPCP	\$ 312.33
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 40.54
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 33.03
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	January 25 Direct connect internet PW/WPCP	\$ 208.22
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW Bldg	\$ 22.02
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	WPCP	\$ 27.03
184.5030.5242.000 HESSENIUS, ROBERT	rent assistance	\$ 817.00
184.5030.5242.000 Hilltop Village Inc	rent assistance	\$ 261.00
184.5030.5242.000 Hilltop Village Inc	rent assistance	\$ 224.00
184.5030.5242.000 Hinmon, Linda	rent assistance	\$ 236.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 195.00
184.5030.5242.000 Historic Tallcorn Towers LLP	rent assistance	\$ 88.00

184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	181.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	193.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	281.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	262.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	424.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	390.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	245.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	350.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	307.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	389.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	299.00
184.5030.5242.000	Historic Tallcorn Towers LLP	rent assistance	\$	271.00
184.5030.5242.000	Ho Phi Nguyen	rent assistance	\$	347.00
184.5030.5242.000	House Harvesters LLC	rent assistance	\$	350.00
184.5030.5238.000	Housing Authority of the City of Orlando, FL	ADMIN FEE10225	\$	53.13
184.5030.5242.000	Housing Authority of the City of Orlando, FL	rent assistance	\$	1,932.00
184.5030.5238.000	Housing Authority of the City of Tampa Florida	ADMIN FEE10225	\$	53.11
184.5030.5242.000	Housing Authority of the City of Tampa Florida	rent assistance	\$	1,786.00
615.8015.5233.000	HOWARD R GREEN COMPANY, INC	WPC Sludge Thickening Des thru 12/20/24	\$	52,600.00
184.5030.5242.000	Howard, Jammie	rent assistance	\$	171.00
184.5030.5242.000	Hubbard Maple Street Apts LLC	rent assistance	\$	192.00
881.1010.5339.000	Hunter Lane LLC	Paid health claims 12/1-12/15	\$	10.83
881.1010.5339.000	Hunter Lane LLC	paid medical claims	\$	35.66
881.1050.5339.000	Hunter Lane LLC	Paid health claims 12/1-12/15	\$	1,662.88
881.1050.5339.000	Hunter Lane LLC	paid medical claims	\$	140.15
610.8015.5410.000	HUPP ELECTRIC MOTOR INC	service call 200hp Hoffman blower	\$	525.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$	1,119.55
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$	225.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$	4,967.23
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	\$	1,256.92
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	2,351.92
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$	1,325.00
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	\$	134.32
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	1,175.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	965.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$	2,934.27
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$	225.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$	4,948.00
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	\$	1,256.92
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	2,351.92
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$	1,325.00
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	\$	147.11
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	1,175.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	965.00
999.1111.000	IMWCA	FY25 Workers Comp Premiums Installment 7	\$	13,859.00
184.5030.5242.000	Inman, Jeffery	rent assistance	\$	550.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	27,388.86
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	14,151.17
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	27,768.88
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	17,187.93
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	27,537.88
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	5,372.46
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	28,024.56
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	6,599.88
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	12.42
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	9,252.26
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,487.66
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	9,390.92
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	5,064.34
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	13.48
110.2010.5626.000	IOWA PRISON INDUSTRIES	one sided aluminum signs	\$	170.61
110.2010.5626.000	IOWA PRISON INDUSTRIES	bolt steel 90 degree corner	\$	207.90
001.6021.5870.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	Interest on T. Palo Wages	\$	3.11
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	(397.57)

999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	662.50
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	8,708.93
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	36,929.74
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	265.89
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	Rounding	\$	(0.01)
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	36,692.49
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	272.34
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$	7,105.34
001.2080.5483.000	Iowa Regional Utilities Association	Airport water	\$	172.54
184.5030.5246.000	Jara, Laura	rent assistance	\$	30.00
184.5030.5242.000	JBIC COOP ASSOCIATION	rent assistance	\$	403.00
184.5030.5242.000	JBIC COOP ASSOCIATION	rent assistance	\$	362.00
184.5030.5242.000	JBIC COOP ASSOCIATION	rent assistance	\$	422.00
184.5030.5242.000	JDL Rentals Cooperative	rent assistance	\$	496.00
001.1050.5565.000	JENSEN INC	chair air cooler tube	\$	170.00
610.8015.5410.000	Jetco Inc	Service call SCADA server	\$	807.00
184.5030.5242.000	JMADD Properties	rent assistance	\$	432.00
184.5030.5242.000	Judge, John	rent assistance	\$	360.00
184.5030.5242.000	Kading Properties LLC	rent assistance	\$	1,061.00
184.5030.5242.000	Kading Properties LLC	rent assistance	\$	704.00
184.5030.5242.000	Kading Properties LLC	rent assistance	\$	789.00
184.5030.5242.000	Kading Properties LLC	rent assistance	\$	932.00
110.2010.5410.000	KARL CHEVROLET	Street Silverado automatic transmission repair	\$	926.25
110.2010.5565.000	KARL CHEVROLET	Street Silverado automatic transmission repair	\$	305.74
884.7010.5980.000	Kenneth Gratopp	Change of insurance coverage	\$	304.89
184.5030.5246.000	Kincade, Jasmine	rent assistance	\$	24.00
184.5030.5242.000	Kramer, Marcia	rent assistance	\$	92.00
001.6050.5611.000	KRISS PREMIUM PRODUCTS INC	Boiler Chemicals City Hall and YSS	\$	359.51
001.4030.5980.000	Lang, Greg	Riverview Park bldg rental	\$	130.00
184.5030.5242.000	Lawthers Property Management	rent assistance	\$	886.00
184.5030.5242.000	Lawthers Property Management	rent assistance	\$	157.00
110.2010.5352.000	LEDFOORD, MARVIN	10 E Grant St	\$	800.00
140.4030.5342.000	LEROY MORFORD CONSTRUCTION	Bike Path Nevada St under RR bridge repairs	\$	3,850.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Code enforcement abatement tow 212 W Ferner	\$	320.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Code enforcement abatement towing 407 N 7th Ave	\$	220.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Code enforcement abatement tow 1106 Jackson St	\$	220.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Code Enforcement abatement towing	\$	220.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Code enforcement abatement tow 7 E North St	\$	220.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Code enforcement abatement towing 109 N 9th St	\$	220.00
184.5030.5242.000	Linton, Tyler	rent assistance	\$	343.00
184.5030.5242.000	Linton, Tyler	rent assistance	\$	360.00
184.5030.5242.000	Lopez, Jaime	rent assistance	\$	450.00
184.5030.5246.000	Louis, Marie	rent assistance	\$	7.00
184.5030.5242.000	Luense, Brant	rent assistance	\$	255.00
184.5030.5242.000	Luense, Brant	rent assistance	\$	351.00
184.5030.5242.000	Luense, Brant	rent assistance	\$	356.00
184.5030.5242.000	Luense, Brant	rent assistance	\$	516.00
184.5030.5242.000	Luense, Brant	rent assistance	\$	700.00
184.5030.5242.000	Luense, Brant	rent assistance	\$	727.00
184.5030.5246.000	Manning, Stephanie	rent assistance	\$	7.00
184.5030.5242.000	Manship, Wyatt	rent assistance	\$	683.00
184.5030.5242.000	Manus & Michelle Property Management	rent assistance	\$	327.00
184.5030.5242.000	Manus & Michelle Property Management	rent assistance	\$	295.00
184.5030.5242.000	Marion Manor I Apartments	rent assistance	\$	258.00
121.5900.5230.000	Marshall County Arts & Culture Alliance	ACA Placemaking and Band Resolution 2024-265 QTR 1	\$	32,500.00
001.6040.5331.000	Marshall County Auditor	Prosecutions of traffic and misdemeanor offenses	\$	2,500.00
110.2010.5342.000	Marshall County Landfill	Street dept tires	\$	60.00
001.2080.5342.000	MARSHALLTOWN AVIATION INC	Airport Monthly Services	\$	2,583.00
001.2080.5344.000	MARSHALLTOWN AVIATION INC	Airport Monthly Services	\$	2,083.00
001.2080.5450.000	MARSHALLTOWN AVIATION INC	Airport Monthly Services	\$	30.05
001.2080.5481.000	MARSHALLTOWN AVIATION INC	Airport Monthly Services	\$	62.50
184.5030.5242.000	Marshalltown Lofts, LLC	rent assistance	\$	69.00
184.5030.5242.000	Marshalltown Lofts, LLC	rent assistance	\$	159.00
184.5030.5242.000	Marshalltown Lofts, LLC	rent assistance	\$	188.00
184.5030.5242.000	Marshalltown Lofts, LLC	rent assistance	\$	201.00
184.5030.5242.000	Marshalltown Lofts, LLC	rent assistance	\$	222.00
184.5030.5242.000	Marshalltown Lofts, LLC	rent assistance	\$	222.00
184.5030.5242.000	Marshalltown Lofts, LLC	rent assistance	\$	256.00

184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	259.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	283.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	326.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	378.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	424.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	462.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	586.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	656.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	685.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	1,067.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	855.00
184.5030.5242.000 Marshalltown Lofts, LLC	rent assistance	\$	117.00
001.1099.5483.000 Marshalltown Water Works	Police & Fire dept water	\$	25.94
001.1099.5485.000 Marshalltown Water Works	Police & Fire dept storm water	\$	4.20
001.4030.5483.000 Marshalltown Water Works	Riverview Park water	\$	21.57
001.4030.5483.000 Marshalltown Water Works	City RV Dump water	\$	488.21
001.4030.5483.000 Marshalltown Water Works	water	\$	24.72
001.4030.5483.000 Marshalltown Water Works	water	\$	76.83
001.4030.5485.000 Marshalltown Water Works	Riverview Park storm water	\$	4.20
001.4030.5485.000 Marshalltown Water Works	City RV dump storm water	\$	214.20
001.4030.5485.000 Marshalltown Water Works	storm water	\$	59.64
001.4030.5485.000 Marshalltown Water Works	storm water	\$	579.60
001.4030.5488.000 Marshalltown Water Works	Riverview Park sewer	\$	33.98
001.4030.5488.000 Marshalltown Water Works	City RV Dump sewer	\$	515.82
001.4030.5488.000 Marshalltown Water Works	sewer	\$	91.04
001.4065.5483.000 Marshalltown Water Works	Coliseum water	\$	88.72
001.4065.5488.000 Marshalltown Water Works	Coliseum sewer	\$	86.98
142.4030.5483.000 Marshalltown Water Works	Concession 6th St Complex MSA	\$	34.27
142.4030.5483.000 Marshalltown Water Works	East Irrigation 6th St Complex MSA	\$	25.94
142.4030.5483.000 Marshalltown Water Works	West Irrigation 6th St Complex MSA	\$	25.94
142.4030.5485.000 Marshalltown Water Works	Concession 6th St Complex MSA	\$	4.20
610.8015.5483.000 Marshalltown Water Works	December 24 plant water usage	\$	881.55
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 531 tire repair	\$	37.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD Dodge tire repair	\$	40.00
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 517 tire repair	\$	40.00
110.2060.5565.000 MCATEE TIRE SALES & SERVICE INC	Tire repair Storm Coord Vehicle	\$	85.89
690.8050.5410.000 MCATEE TIRE SALES & SERVICE INC	Transit semi tire repair	\$	95.00
740.8065.5565.000 MCATEE TIRE SALES & SERVICE INC	Tire repair Storm Coord Vehicle	\$	85.90
001.4030.5339.000 MCFARLAND CLINIC PC	Paid medical tests	\$	38.72
886.2060.5151.000 MCFARLAND CLINIC PC	Paid medical tests	\$	279.04
184.5030.5242.000 MD Kruse Enterprise	rent assistance	\$	184.00
001.1099.5450.000 MEDIACOM	Police and Fire internet	\$	483.69
121.5030.5331.000 MEDIC	Home Buyer Incentive	\$	2,500.00
121.5030.5331.000 MEDIC	Home Buyer Incentive	\$	2,500.00
001.1010.5565.000 MENARDS	PD synthetic oil, funnel, oil dry	\$	30.97
001.1010.5600.000 MENARDS	PD Hand warmers	\$	24.95
001.1010.5600.000 MENARDS	PD Vehicle cleaning supplies	\$	94.93
001.1099.5611.000 MENARDS	Graphite/ dry lubrication spray for buildings	\$	10.98
001.2050.5565.000 MENARDS	seed spreader, bleach, sharpies	\$	169.99
001.4030.5410.000 MENARDS	PW bldg joint caulking	\$	2.80
001.4030.5611.000 MENARDS	black cable ties	\$	39.99
001.4030.5611.000 MENARDS	seed spreader, bleach, sharpies	\$	33.05
001.4065.5611.000 MENARDS	magic clean erasers	\$	23.98
001.6050.5410.000 MENARDS	Ceiling tile, gloves, tools	\$	86.16
001.6050.5410.000 MENARDS	Traffic signal propane cylinders	\$	5.36
001.6050.5410.000 MENARDS	City hall paint brushes	\$	2.47
001.6050.5600.000 MENARDS	Graphite/ dry lubrication spray for buildings	\$	10.98
001.6050.5600.000 MENARDS	batteries for volt meters	\$	6.99
001.6050.5718.000 MENARDS	Ceiling tile, gloves, tools	\$	6.99
110.2010.5410.000 MENARDS	PW bldg joint caulking	\$	5.59
110.2010.5600.000 MENARDS	log chains, paint, rachet extend	\$	313.40
110.2010.5600.000 MENARDS	Street nuts and bolts	\$	10.78
110.2010.5600.000 MENARDS	rod for chain rack	\$	4.49
110.2010.5600.000 MENARDS	drop cord for oil pan heater	\$	41.56
110.2010.5605.000 MENARDS	Sign shop supplies	\$	12.67
110.2010.5718.000 MENARDS	sockets	\$	16.85
110.2010.5718.000 MENARDS	Street tools	\$	82.58
110.2010.5718.000 MENARDS	log chains, paint, rachet extend	\$	36.98

110.2010.5718.000 MENARDS	Street supplies	\$	19.97
110.2010.5776.000 MENARDS	PW bldg restroom partition and paint	\$	14.97
110.2010.5776.000 MENARDS	PW bldg toilet partition and paint	\$	6.88
110.2010.5776.000 MENARDS	PW bldg toilet partition	\$	(18.50)
110.2030.5132.000 MENARDS	Ceiling tile, gloves, tools	\$	17.99
110.2040.5410.000 MENARDS	Wash bay repairs	\$	5.36
110.2050.5410.000 MENARDS	Grandstand garage door repair parts	\$	17.13
690.8050.5410.000 MENARDS	PW bldg joint caulking	\$	5.59
690.8050.5565.000 MENARDS	pipe sealant, white spray	\$	34.31
690.8050.5776.000 MENARDS	PW bldg restroom partition and paint	\$	4.99
690.8050.5776.000 MENARDS	PW bldg toilet partition and paint	\$	2.30
690.8050.5776.000 MENARDS	PW bldg toilet partition	\$	(6.16)
110.2030.5600.000 Michael Todd & Co Inc	Marking paint	\$	87.73
110.2040.5600.000 Michael Todd & Co Inc	Marking paint	\$	87.72
610.8015.5603.000 Microbac Laboratories Inc	LAB analysis dig #2	\$	122.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 10.01 pH buffer solution	\$	106.80
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB polyseed NX	\$	348.34
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB graduated culinders/ nitrogen ammonia	\$	267.04
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB microflex gloves	\$	166.10
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 25ml pipets	\$	201.54
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 80ml evaporation crucible	\$	117.71
110.2010.5344.000 MIDWEST OVERHEAD CRANE	PW overhead crane annual inspection	\$	707.25
364.4030.5750.000 Midwest Playscapes Inc	Riverview Park Playground Equipment	\$	203,192.35
184.5030.5242.000 Mike Judge	rent assistance	\$	335.00
184.5030.5242.000 Mike Judge	rent assistance	\$	312.00
184.5030.5242.000 Mike Judge	rent assistance	\$	327.00
184.5030.5242.000 Mike Judge	rent assistance	\$	285.00
184.5030.5242.000 Mike Judge	rent assistance	\$	344.00
184.5030.5242.000 Mike Judge	rent assistance	\$	361.00
184.5030.5242.000 Mike Judge	rent assistance	\$	225.00
184.5030.5242.000 Mike Judge	rent assistance	\$	208.00
184.5030.5242.000 Mike Judge	rent assistance	\$	261.00
184.5030.5242.000 Mike Judge	rent assistance	\$	186.00
184.5030.5242.000 Mike Judge	rent assistance	\$	245.00
184.5030.5242.000 Mike Judge	rent assistance	\$	301.00
184.5030.5242.000 Mike Judge	rent assistance	\$	412.00
184.5030.5242.000 Mike Judge	rent assistance	\$	282.00
184.5030.5242.000 Mike Judge	rent assistance	\$	396.00
184.5030.5246.000 Mills, Matthew	rent assistance	\$	10.00
184.5030.5242.000 Moore, Michelle	rent assistance	\$	358.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	121.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	276.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	277.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	260.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	284.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	242.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	235.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	234.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	230.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	198.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	248.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	295.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	62.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	337.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	514.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	296.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	427.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	337.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	337.00
184.5030.5242.000 Mtown/ Westown LLLP	rent assistance	\$	337.00
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	36,713.99
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	32,809.60
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	31,736.03
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	35,686.09
110.2010.5565.000 MURPHY TRACTOR & EQUIPMENT CO	Track Hoe #68 batteries	\$	801.64
610.8016.5565.000 NAPA AUTO PARTS	battery for old backhoe	\$	101.49
690.8050.5565.000 NAPA AUTO PARTS	pressure sensors	\$	151.84

690.8050.5565.000 NAPA AUTO PARTS	Transit fuel filter	\$ 36.59
690.8050.5565.000 NAPA AUTO PARTS	Transit air filter	\$ 76.06
740.8065.5565.000 NAPA AUTO PARTS	battery for old backhoe	\$ 70.00
184.5030.5246.000 Neave, Mia	rent assistance	\$ 46.00
184.5030.5242.000 NORTH TAMA HOUSING, INC	rent assistance	\$ 60.00
001.4066.5613.000 NORTHERN LIGHTS DISTRIBUTING	Coliseum resale products	\$ 500.42
610.8015.5342.000 NUTRI JECT SYSTEMS INC	Fall 2024 Biosolids application	\$ 21,488.12
610.8015.5342.000 NUTRI JECT SYSTEMS INC	2% discount if paid within 5 days	\$ (429.76)
001.2080.5571.000 NUTRIEN AG SOLUTIONS INC	Airport maintenance diesel	\$ 221.65
110.2010.5600.000 NUTRIEN AG SOLUTIONS INC	Def Fluid	\$ 472.32
610.8015.5600.000 NUTRIEN AG SOLUTIONS INC	oil- Mobil Delvac 1300 super	\$ 1,002.00
690.8050.5565.000 NUTRIEN AG SOLUTIONS INC	Transit Delvac and antifreeze	\$ 1,592.00
690.8050.5565.000 NUTRIEN AG SOLUTIONS INC	Transit DEF Fluid	\$ 285.36
184.5030.5242.000 Oetker, Debra	rent assistance	\$ 66.00
184.5030.5242.000 Oetker, Debra	rent assistance	\$ 207.00
184.5030.5242.000 Oetker, Debra	rent assistance	\$ 52.00
001.6900.5600.000 OFFICE EXPRESS	10 cases of copy paper	\$ 409.90
001.4040.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	December services	\$ 14.50
001.4041.5216.000 ONE SOURCE-THE BACKGROUND CHECK CO	December services	\$ 14.50
110.2010.5600.000 OREILLY AUTOMOTIVE INC	foaming sprayer and car wash	\$ 53.98
184.5030.5242.000 PALISADE HOLDING CO	rent assistance	\$ 271.00
184.5030.5242.000 Park Elms LLC	rent assistance	\$ 343.00
184.5030.5242.000 Park Elms LLC	rent assistance	\$ 214.00
184.5030.5242.000 Park Elms LLC	rent assistance	\$ 124.00
184.5030.5242.000 Park Elms LLC	rent assistance	\$ 492.00
184.5030.5246.000 Patton, Camille	rent assistance	\$ 26.00
Payroll #1 Payroll #1	Payroll #1 1.2.25	\$ 356,757.40
Payroll #26 Payroll #26	Payroll #26 12.19.24	\$ 336,534.30
184.5030.5242.000 Pebworth Homes LLC	rent assistance	\$ 232.00
610.8015.5600.000 PECH Optical Corp	Safety glasses - Draper	\$ 63.08
001.6050.5718.000 Plumb Supply	Hammer drill	\$ 66.33
110.2030.5718.000 Plumb Supply	Hammer drill	\$ 66.34
110.2040.5718.000 Plumb Supply	Hammer drill	\$ 66.33
184.5030.5242.000 Plymat Jr , William	rent assistance	\$ 554.00
001.1010.5460.000 POLICE LEGAL SCIENCES INC	2023 Courses- mental health, de-escalation	\$ 1,248.00
001.1099.5342.000 Prairie Waste Solutions	Police and Fire Bldg	\$ 124.72
001.4010.5342.000 Prairie Waste Solutions	Library	\$ 121.34
001.4030.5342.000 Prairie Waste Solutions	Public Works Bldg 905 E Main	\$ 24.94
001.4030.5342.000 Prairie Waste Solutions	Bullpen- Parks dept Woodland Dr	\$ 99.75
001.5010.5342.000 Prairie Waste Solutions	Central Business District	\$ 200.00
001.6050.5342.000 Prairie Waste Solutions	City Hall and Carnegie Bldg	\$ 62.36
001.6051.5342.000 Prairie Waste Solutions	City Hall and Carnegie Bldg	\$ 62.36
110.2010.5342.000 Prairie Waste Solutions	Public Works Bldg 905 E Main	\$ 49.89
110.2010.5342.000 Prairie Waste Solutions	Street dept roll offs	\$ 245.72
610.8015.5342.000 Prairie Waste Solutions	Water Pollution plant	\$ 124.72
610.8015.5342.000 Prairie Waste Solutions	December 24 grit removal	\$ 57.75
690.8050.5342.000 Prairie Waste Solutions	Public Works Bldg 905 E Main	\$ 49.89
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 43.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 104.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 252.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 269.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 273.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 387.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 388.00
184.5030.5242.000 Premier Iowa City IA LLC	rent assistance	\$ 646.00
184.5030.5344.000 PREMIER OFFICE EQUIPMENT	Housing contract and copies	\$ 74.64
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 673.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 297.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 279.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 57.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 610.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 487.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 769.00
184.5030.5242.000 Premier Real Estate Mgmnt	rent assistance	\$ 748.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 89.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 378.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 303.00
184.5030.5242.000 Pyramid Property Solutions Inc	rent assistance	\$ 21.00

184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 638.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 599.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 450.00
184.5030.5242.000 R & A Rental Properties LLC	rent assistance	\$ 356.00
001.1010.5342.000 Rainbow Carwash LLC	Service call and repairs to wash bay	\$ 5.20
001.1050.5342.000 Rainbow Carwash LLC	Service call and repairs to wash bay	\$ 5.19
001.4030.5342.000 Rainbow Carwash LLC	Service call and repairs to wash bay	\$ 20.77
110.2010.5342.000 Rainbow Carwash LLC	Service call and repairs to wash bay	\$ 36.35
690.8050.5342.000 Rainbow Carwash LLC	Service call and repairs to wash bay	\$ 36.35
184.5030.5242.000 Ramirez, Sergio Rios	rent assistance	\$ 367.00
184.5030.5246.000 Rasmussen, Lynnette	rent assistance	\$ 50.00
184.5030.5242.000 Redborg, Kirsten	rent assistance	\$ 391.00
184.5030.5242.000 Reed, Tony	rent assistance	\$ 417.00
184.5030.5242.000 Reed, Tony	rent assistance	\$ 400.00
184.5030.5242.000 Reed, Tony	rent assistance	\$ 388.00
121.5030.5331.000 Region 6 Resource Partners	FY2City Match for Region 6 Trust Fund Res 2022-236	\$ 37,581.00
690.8050.5331.000 Region 6 Resource Partners	November para-transit rides	\$ 9,959.00
001.1050.5413.000 RELIANT FIRE APPARATUS inc	L174 scene lights/ cylinders replaced	\$ 1,753.59
184.5030.5242.000 River Birch Apts	rent assistance	\$ 725.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 265.00
184.5030.5242.000 River Birch Apts	rent assistance	\$ 127.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 447.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 97.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 479.00
184.5030.5242.000 River Oaks Apartments	rent assistance	\$ 765.00
184.5030.5242.000 RMB Cooperative	rent assistance	\$ 71.00
184.5030.5242.000 RMB Cooperative	rent assistance	\$ 493.00
184.5030.5242.000 Roth, Kamaria Mary	rent assistance	\$ 374.00
184.5030.5242.000 Rural Rivival Properties LLC	rent assistance	\$ 680.00
001.1071.5342.000 Safe Building	Rental Inspection Services Agreement FY23/24	\$ 4,080.00
184.5030.5238.000 SanDiego Housing Commission	ADMIN FEE10225	\$ 53.13
184.5030.5242.000 SanDiego Housing Commission	rent assistance	\$ 2,648.00
610.8015.5380.000 SCHARNWEBER WATER CONDITIONING INC	WPCP water conditioner lease	\$ 27.00
001.1010.5342.000 SCHENDEL PEST CONTROL INC	PD monthly pest control	\$ 50.52
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 472.00
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 875.00
184.5030.5242.000 Schmidt, Michael T	rent assistance	\$ 424.00
001.1011.5342.000 Sensys Gatso USA Inc.	Sensys Gatso ATE Tickets PD	\$ 11,550.00
999.1166.000 Shaffer, Jacqueline	overpaid parking ticket	\$ 35.00
001.6050.5776.000 SHERWIN WILLIAMS COMPANY	Restroom paint and supplies	\$ 74.62
110.2010.5776.000 SHERWIN WILLIAMS COMPANY	Restroom paint and supplies	\$ 114.63
690.8050.5776.000 SHERWIN WILLIAMS COMPANY	Restroom paint and supplies	\$ 38.21
001.1050.5132.000 Sho Biz Inc dba Minuteman	Fire dept tee shirts	\$ 259.66
690.8050.5605.000 Sho Biz Inc dba Minuteman	Transit laminating pouches, ink, markers, planners	\$ 520.86
184.5030.5242.000 Shugarland Apts	rent assistance	\$ 290.00
184.5030.5246.000 Sippa, Simako	rent assistance	\$ 16.00
184.5030.5242.000 Soto, Angela	rent assistance	\$ 763.00
110.2010.5600.000 SPAHN & ROSE LUMBER CO	Street dept chalk	\$ 20.10
110.2050.5600.000 SPRAYER SPECIALTIES INC	fittings for tailgate mounted brine system	\$ 170.25
110.2050.5600.000 SPRAYER SPECIALTIES INC	fittings for pre-wet trucks	\$ 39.66
184.5030.5242.000 Stalzer, Jason W	rent assistance	\$ 79.00
001.6050.5600.000 STAPLES BUSINESS CREDIT	trash can liners and paper towels	\$ 95.55
001.6050.5611.000 STAPLES BUSINESS CREDIT	trash bags not delivered	\$ (17.02)
001.6051.5600.000 STAPLES BUSINESS CREDIT	trash can liners and paper towels	\$ 95.55
001.6051.5611.000 STAPLES BUSINESS CREDIT	trash bags not delivered	\$ (17.01)
001.1010.5344.000 Stericycle Inc	PD services	\$ 91.98
184.5030.5344.000 Stericycle Inc	Housing shredding services	\$ 49.01
184.5030.5246.000 Stiegelmeier, Curtis	rent assistance	\$ 10.00
184.5030.5242.000 Sweet Pea Properties LLC	rent assistance	\$ 247.00
184.5030.5242.000 Swift, Scott	rent assistance	\$ 437.00
001.1010.5450.000 T Mobile	PD Cell services	\$ 1,158.05
184.5030.5242.000 Taylor, Mike	rent assistance	\$ 359.00
140.4030.5718.000 TELE DIFFERENCE LLC	Colsieum conference room speakers	\$ 750.00
140.4030.5718.000 TELE DIFFERENCE LLC	Coliseum conference room speakers	\$ 3,855.00
610.8015.5600.000 The Optical Center	Safety glasses dispensing fee	\$ 25.00
001.1050.5718.000 THEISENS SUPPLY INC	fan batteries	\$ 660.00
110.2010.5132.000 THEISENS SUPPLY INC	Sign shop supplies	\$ 5.99
110.2010.5132.000 THEISENS SUPPLY INC	Street employee clothing	\$ 82.98

110.2010.5132.000 THEISENS SUPPLY INC	Street employee clothing	\$	(34.99)
110.2010.5132.000 THEISENS SUPPLY INC	Street employee clothing	\$	49.99
110.2010.5600.000 THEISENS SUPPLY INC	15' cord	\$	19.99
110.2010.5600.000 THEISENS SUPPLY INC	Sign shop supplies	\$	16.62
110.2010.5600.000 THEISENS SUPPLY INC	washers and screws	\$	26.59
110.2010.5600.000 THEISENS SUPPLY INC	hose mender	\$	1.99
110.2010.5600.000 THEISENS SUPPLY INC	cotter pins	\$	2.24
110.2010.5718.000 THEISENS SUPPLY INC	tool storage container	\$	6.99
610.8016.5132.000 THEISENS SUPPLY INC	Sewer dept employee boots and adapter	\$	92.99
610.8016.5600.000 THEISENS SUPPLY INC	Sewer dept employee boots and adapter	\$	7.19
690.8050.5600.000 THEISENS SUPPLY INC	funnel, measure container, lever pump	\$	80.77
740.8065.5132.000 THEISENS SUPPLY INC	Sewer dept employee boots and adapter	\$	62.00
740.8065.5600.000 THEISENS SUPPLY INC	Sewer dept employee boots and adapter	\$	4.80
184.5030.5280.000 TIMES REPUBLICAN	One year subscription	\$	236.60
001.6900.5342.000 TOTAL ADMINISTRATIVE SERVICE CORP.	Fees	\$	1,343.86
610.8015.5342.000 TOTAL ADMINISTRATIVE SERVICE CORP.	Fees	\$	199.09
610.8016.5342.000 TOTAL ADMINISTRATIVE SERVICE CORP.	Fees	\$	59.73
690.8050.5342.000 TOTAL ADMINISTRATIVE SERVICE CORP.	Fees	\$	74.66
740.8065.5342.000 TOTAL ADMINISTRATIVE SERVICE CORP.	Fees	\$	39.82
913.1013.5342.000 TOTAL ADMINISTRATIVE SERVICE CORP.	Fees	\$	74.66
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	Rounding	\$	3.98
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,113.10
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	833.49
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	(465.62)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,246.43
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	929.17
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	AADELMUND - PR#1 1.2.25	\$	108.33
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	JLECHNIR - PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	JLAVILLE - PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	KLARSEN - PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	LHIGGINS- PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	JHART- PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	MGORDER - PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	REARLEY - PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	LWOLF - PR#1 1.2.25 (ROUNDING)	\$	(0.01)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	CROUSCH - PR#1 1.2.25 NEEDS ADDED TO TASC	\$	(137.50)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	CENDER - PR#1 1.2.25 NEEDS ADDED TO TASC	\$	(133.33)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	DBARKER- PR#1 1.2.25	\$	(0.07)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	DTRICKEY - PR#1 1.2.25 (ROUNDING)	\$	(0.07)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	TTUTTLE - PR#1 1.2.25 (ROUNDING)	\$	(0.01)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	CSCHMIDT - PR#1 1.2.25 (ROUNDING)	\$	(0.01)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	MBUNN - PR#1 1.2.25 (ROUNDING)	\$	(0.01)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	ABAEDKE - PR#1 1.2.25 ROUNDING	\$	(0.01)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	JAMESTROWBRIDGE - PR#1 1.2.25 (ROUNDING)	\$	(0.04)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	RORTEGA - PR#1 1.2.25 (ROUNDING)	\$	(0.04)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	KFINK - PR#1 1.2.25 (ROUNDING)	\$	(0.04)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	RDEEMER - PR#1 1.2.25 (ROUNDING)	\$	(0.04)
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	DPOWELL - PR#1 1.2.25	\$	83.33
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	KPIGORS - PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	BMOORE - PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	SROSENBLUM - PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	PPICKETT - PR#1 1.2.25	\$	62.50
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	SLEWIS - PR#1 1.2.25	\$	52.08
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	JPETERMEIER - PR#1 1.2.25	\$	50.00
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	DFOGT- PR#1 1.2.25	\$	50.00
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	AHUNTER - PR#1 1.2.25	\$	33.29
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	MEDLER - PR#1 1.2.25	\$	31.25
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	KRADER - PR#1 1.2.25	\$	27.08
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	JSTARITS - PR#1 1.2.25	\$	20.84
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	MROHDE-FULTON - PR#1 1.2.25	\$	20.84
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	JPIPPIN - PR#1 1.2.25	\$	4.13
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	CRAUE- PR#1 1.2.25	\$	20.83
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	THOMEYER - PR#1 1.2.25	\$	20.83
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	KPANTLE - PR#1 1.2.25	\$	16.66
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	PBOHL - PR#1 1.2.25	\$	14.52
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	LGREAZEL - PR#1 1.2.25	\$	12.50
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	RBAEDKE - PR#1 1.2.25	\$	10.42
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	LATCHER - PR#1 1.2.25	\$	6.25

999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	HTHOMAS - PR#1 1.2.25	\$	5.00
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	GLARSON - PR#1 1.2.25	\$	5.00
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	DSTEINER- PR#1 1.2.25	\$	4.13
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	BROZELL - PR#1 1.2.25	\$	4.13
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	JPATTERSON- PR#1 1.2.25	\$	20.83
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	HWEAVER- PR#1 1.2.25	\$	20.79
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	Rounding	\$	0.16
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	775.11
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	208.37
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	1,091.65
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$	208.33
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	JALLEN - PR#1 1.2.25	\$	208.33
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP.	CENDER - PR#1 1.2.25	\$	(208.33)
184.5030.5242.000	Town Apartments Corporation	rent assistance	\$	293.00
184.5030.5242.000	Town Apartments Corporation	rent assistance	\$	371.00
184.5030.5242.000	Town Apartments Corporation	rent assistance	\$	239.00
001.4040.5441.000	TREASURER ST OF IOWA	Sales/ Use tax	\$	27.53
001.4040.5442.000	TREASURER ST OF IOWA	Sales/ Use tax	\$	4.58
610.8015.5441.000	TREASURER ST OF IOWA	Sales/ Use tax	\$	2,577.95
610.8015.5441.000	TREASURER ST OF IOWA	Sales/ Use tax	\$	15,467.72
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	11,443.41
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	5,776.50
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	9,208.50
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	5,264.08
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	23.00
001.6040.5234.000	Treasurer State of Iowa -Public Defender	7/1-9/30/24 attorney fees	\$	3,068.10
184.5030.5242.000	TTLCoop Housing	rent assistance	\$	260.00
184.5030.5242.000	TTLCoop Housing	rent assistance	\$	643.00
184.5030.5242.000	TTLCoop Housing	rent assistance	\$	478.00
184.5030.5242.000	TTLCoop Housing	rent assistance	\$	111.00
184.5030.5242.000	TTLCoop Housing	rent assistance	\$	448.00
184.5030.5242.000	Ultimate Property Management LLC	rent assistance	\$	456.00
362.2012.5331.000	UNION PACIFIC RAILROAD COMPANY	Reimbursement Agreement-Quiet Zone Services	\$	2,003.60
999.1112.000	UNITED WAY	UNITED WAY	\$	24.00
999.1112.000	UNITED WAY	UNITED WAY	\$	622.15
999.1112.000	UNITED WAY	UNITED WAY	\$	622.15
999.1112.000	UNITED WAY	UNITED WAY	\$	24.00
001.4030.5339.000	Unity Point- Occupational Medicine	paid medical testing	\$	42.00
133.4065.5342.000	VAN METER INC	ATS part for Coliseum generator	\$	298.00
110.2010.5565.000	VANWALL EQUIPMENT INC	coupler	\$	129.91
001.1071.5450.000	VERIZON WIRELESS	Housing services	\$	61.26
001.1075.5450.000	VERIZON WIRELESS	Housing services	\$	61.26
184.5030.5242.000	Walker, Angela	rent assistance	\$	309.00
610.8015.5600.000	WENDLING QUARRIES INC	rock for bio-solids app field entrance	\$	286.52
184.5030.5242.000	White, Amalia	rent assistance	\$	311.00
184.5030.5246.000	Wirth, Tammy	rent assistance	\$	28.00
001.1050.5132.000	Witmer Public Safety Group Inc	Fire dept medallions	\$	65.36
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	\$	4,085.90
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078	\$	1,493.05
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$	42.67
184.5030.5242.000	Worsfold Farm LLC	rent assistance	\$	377.00
001.1050.5410.000	WW GRAINGER	Fire dept shower repair parts	\$	40.10
001.4010.5410.000	WW GRAINGER	Library RTU belts	\$	42.54
001.4030.5410.000	WW GRAINGER	Air compressor room electric wall heater	\$	54.81
001.4030.5410.000	WW GRAINGER	PW Bldg air compressor room pressure switch	\$	3.73
110.2010.5410.000	WW GRAINGER	PW Bldg air compressor room pressure switch	\$	7.70
110.2040.5410.000	WW GRAINGER	Air compressor room electric wall heater	\$	109.66
690.8050.5410.000	WW GRAINGER	Air compressor room electric wall heater	\$	109.66
690.8050.5410.000	WW GRAINGER	PW Bldg air compressor room pressure switch	\$	7.50
610.8015.5344.000	Xerox Corp	December 24 Xerox and copies	\$	47.22
184.5030.5242.000	Zelaya, Hector	rent assistance	\$	503.00
001.6050.5342.000	Ziegler Inc	YSS/City Hall generator repair	\$	215.79
110.2010.5565.000	Ziegler Inc	Street 62 repairs	\$	440.50
TOTAL			\$	2,409,400.04

MARSHALLTOWN

I O W A

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: 1/9/2025
RE: September 2024 Monthly Financial Statements

Strategic Plan:

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

Plan Objective: N/A

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

Budget Impact: N/A

Description/Background: The Finance Department has prepared and reconciled the September 2024 financial statements for your review. The budgeted amounts shown are based on the FY25 budget approved in April 2024.

The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/24, the year-to-date revenues and expenses for 3 months and the ending fund cash balance at 9/30/24.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month

- Fund 030 (Capital Reserve) includes \$103,258 of expenditures for 3 police vehicles and \$8,601 in library books
- Fund 311 (RISE Street Grants) includes a receipt of \$237,517 for the Edgewood St. and 8th Ave project
- Fund 363 (2021 GO Bonds) includes \$412,962 of expenditures for the State Street project
- Fund 615 (Water Pollution Control Plant) includes \$289,196 in costs for the headworks project and \$252,696 was received from the Iowa Finance Authority State Revolving Fund
- The quarterly transfers were completed including net transfers into the general fund of \$1,358,943. For a detail of all year-to-date transfers, see separate Council agenda item

CITY COUNCIL

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



MARSHALLTOWN

IOWA

FUND BALANCE REPORT AS OF 09/30/2024

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	\$ 3,687,037.61	\$ 2,591,038.48	\$ 4,893,375.53	\$ 1,384,700.56
010 - CASH FLOW RESERVE FUND	\$ 3,177,063.33	\$ 41,656.55	\$ -	\$ 3,218,719.88
011 - INSURANCE DEDUCTIBLE RESERVE FUND	\$ 150,915.42	\$ 102,498.28	\$ -	\$ 253,413.70
030 - CAPITAL RESERVE	\$ -	\$ 374,621.16	\$ 374,621.16	\$ -
031 - CAPITAL RSRV-BLDG MAINT	\$ 245,379.23	\$ 3,217.33	\$ -	\$ 248,596.56
032 - CIP LARGE VEHICLE/EQUIPMENT	\$ 121,216.00	\$ -	\$ -	\$ 121,216.00
110 - ROAD USE TAX	\$ 9,861,740.78	\$ 1,221,856.23	\$ 1,040,211.80	\$ 10,043,385.21
111 - ROAD USE TAX INSURANCE RESERVE	\$ 50,305.14	\$ 659.59	\$ -	\$ 50,964.73
112 - EMPLOYEE BENEFITS FUND	\$ 3,290,079.09	\$ 95,579.74	\$ 782,572.29	\$ 2,603,086.54
117 - POLICE/FIRE RETIREMENT	\$ 520,899.23	\$ 29,760.83	\$ 326,279.69	\$ 224,380.37
119 - EMERGENCY FUND	\$ -	\$ 1,903.04	\$ 1,903.04	\$ -
121 - LOCAL OPTION SALES TAX	\$ 5,529,671.37	\$ 1,196,113.76	\$ 1,014,438.28	\$ 5,711,346.85
125 - TAX INCREMENT FINANCING	\$ 613,314.23	\$ 46,079.68	\$ -	\$ 659,393.91
130 - CITY TORT LIABILITY	\$ 46,803.48	\$ 10,404.11	\$ 8,939.79	\$ 48,267.80
132 - GRANTS-STATE/LOCAL AGENCIES	\$ (34,428.79)	\$ 345,648.40	\$ 427,898.07	\$ (116,678.46)
133 - UNDESIGNATED FEDERAL GRANTS	\$ (204,480.70)	\$ 185,424.62	\$ 21,847.75	\$ (40,903.83)
140 - PARK & REC DONATION FUND	\$ 248,283.06	\$ 115,035.53	\$ 22,007.86	\$ 341,310.73
141 - MTOWN TENNIS ASSOC	\$ 3,021.12	\$ 39.61	\$ -	\$ 3,060.73
142 - SOFTBALL ASSOCIATION FUND	\$ 35.77	\$ 6.51	\$ 14,927.00	\$ (14,884.72)
144 - LIVE HEALTHY IOWA	\$ 9,788.02	\$ 128.33	\$ -	\$ 9,916.35
145 - TORNADO GENERAL	\$ 287,863.02	\$ -	\$ -	\$ 287,863.02
149 - FEMA - WINDS	\$ 346,964.14	\$ -	\$ -	\$ 346,964.14
150 - LOCAL PD GRANTS	\$ (7,716.13)	\$ 15,338.17	\$ 16,032.74	\$ (8,410.70)
151 - DEPT OF JUSTICE GRANTS	\$ (744.48)	\$ 1,035.00	\$ 2,483.00	\$ (2,192.48)
152 - POLICE UNDESIGNATED GRANTS	\$ (11,402.99)	\$ 16,879.74	\$ 15,662.16	\$ (10,185.41)
153 - POLICE DEPT DONATION FUND	\$ 90,440.95	\$ 2,772.15	\$ 6,054.97	\$ 87,158.13
156 - FIRE DEPT DONATION FUND	\$ 55,438.04	\$ 3,950.13	\$ 4,439.18	\$ 54,948.99
160 - ECONOMIC DEVELOPMENT GIFT	\$ 57,456.74	\$ 753.36	\$ -	\$ 58,210.10
161 - SURETY DEPOSITS/SUBDIVIDER	\$ 11,986.98	\$ 157.18	\$ -	\$ 12,144.16
170 - LIBRARY DONATION FUND	\$ 146,326.59	\$ 5,912.29	\$ 2,804.37	\$ 149,434.51
177 - SEIZED ASSETS (POLICE)	\$ 17,508.42	\$ 144.48	\$ 2,591.65	\$ 15,061.25
181 - #7 HUD LEAD GRANT	\$ (52,528.34)	\$ 93,411.29	\$ 240,552.32	\$ (199,669.37)
184 - VOUCHERS - 002, 003	\$ 321,431.84	\$ 362,869.37	\$ 382,294.37	\$ 302,006.84
189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY	\$ 157,746.74	\$ 2,090.74	\$ -	\$ 159,837.48
200 - GO BONDS DEBT FUND	\$ 379,824.34	\$ 941,079.05	\$ -	\$ 1,320,903.39
300 - CIP COLLECTION FUND	\$ 580,509.96	\$ 20,298.58	\$ 374,580.09	\$ 226,228.45
311 - RISE STREET GRANTS	\$ (258,823.17)	\$ 237,517.52	\$ 60,711.35	\$ (82,017.00)
312 - AIRPORT PROJECT FUND	\$ (29,787.04)	\$ 2.08	\$ 3,228.93	\$ (33,013.89)
320 - SPECIAL ASSESSMENT PROJECTS	\$ (14,510.95)	\$ -	\$ -	\$ (14,510.95)
340 - BIKE PATH PROJECT FUND	\$ (2,293.20)	\$ -	\$ 740.00	\$ (3,033.20)
341 - TREES FOREVER PROJECT	\$ 22,443.93	\$ 2,347.21	\$ -	\$ 24,791.14
350 - GO BONDS CAPITAL PROJECTS	\$ 9,765.35	\$ 128.04	\$ -	\$ 9,893.39
355 - Dangerous & Dilapidated (included GO bonds)	\$ 220,601.23	\$ 11,909.84	\$ 3,853.10	\$ 228,657.97
363 - 2021 GO BONDS	\$ 7,082,438.67	\$ 84,391.04	\$ 1,037,258.35	\$ 6,129,571.36
364 - 2022 GO BONDS	\$ 10,153,234.52	\$ 290,459.01	\$ 317,086.36	\$ 10,126,607.17
365 - 2023 GO BONDS	\$ 9,999,880.79	\$ 115,978.21	\$ -	\$ 10,115,859.00
389 - AMERICAN RESCUE PLAN	\$ 469,691.54	\$ -	\$ 25,943.59	\$ 443,747.95
395 - ECONOMIC DEVELOPMENT PROJECT FUND	\$ (91,760.00)	\$ -	\$ -	\$ (91,760.00)
610 - WATER POLLUTION CONTROL	\$ -	\$ 798,181.13	\$ 798,181.13	\$ -
611 - WPCP REVENUE	\$ 24,677,050.67	\$ 2,504,894.35	\$ 1,004,100.73	\$ 26,177,844.29
614 - WPCP CAPITAL IMPROVEMENT RSRV	\$ 1,171,478.19	\$ 15,360.02	\$ -	\$ 1,186,838.21
615 - WPCP PLANT & IMPROVEMENTS	\$ -	\$ 743,066.42	\$ 743,066.42	\$ -
616 - SANITARY SEWER REHAB PROJECT	\$ (0.03)	\$ 101,942.77	\$ 101,942.74	\$ -
617 - SANITARY SEWER NEW CONSTRUCTN	\$ 181,375.85	\$ 6,398.00	\$ -	\$ 187,773.85
618 - WPCP INSURANCE RESERVE (WAS TORNADO)	\$ 100,610.28	\$ 1,319.17	\$ -	\$ 101,929.45
690 - TRANSIT OPERATING	\$ 1,205,433.62	\$ 141,618.09	\$ 265,714.17	\$ 1,081,337.54
691 - TRANSIT INSURANCE RESERVE	\$ 25,152.57	\$ 329.79	\$ -	\$ 25,482.36
740 - STORM SEWER UTILITY	\$ 2,624,054.45	\$ 353,508.64	\$ 188,743.62	\$ 2,788,819.47
750 - COMPOSTING FACILITY	\$ 241,394.12	\$ 30,845.51	\$ 87,756.75	\$ 184,482.88
760 - P&R CONCESSIONS ENTERPRISE	\$ 1,457.86	\$ 33,181.53	\$ 43,490.34	\$ (8,850.95)
881 - OCCUPATIONAL INSURANCE ESCROW	\$ 201,247.45	\$ 47,146.79	\$ 8,638.47	\$ 239,755.77
884 - GROUP HEALTH INSURANCE ESCROW	\$ 65,001.64	\$ 897,792.57	\$ 719,349.58	\$ 243,444.63
886 - WORKMAN'S COMP DEDUCTIBLE FUND	\$ 36,391.55	\$ 477.06	\$ 19.00	\$ 36,849.61
913 - 911 COMMISION	\$ (126,387.00)	\$ 429,214.34	\$ 435,097.31	\$ (132,269.97)
	<u>\$ 87,662,892.10</u>	<u>\$ 14,676,372.44</u>	<u>\$ 15,821,439.05</u>	<u>\$ 86,517,825.49</u>

MARSHALLTOWN

IOWA

CASH AND INVESTMENTS
AS OF 9/30/2024

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
<u>999.0110.100</u>	First Interstate Bank P&R Deposits	123,695.80	2.25
	Total BalObject: 0110 - P&R Deposits :	123,695.80	
BalObject: 0111 - Operating			
<u>999.0111.100</u>	First Interstate Bank Operating	862,532.24	2.25
	Total BalObject: 0111 - Operating:	862,532.24	
BalObject: 0113 - Payroll			
<u>999.0113.100</u>	First Interstate Bank Payroll	425,000.00	2.25
	Total BalObject: 0113 - Payroll:	425,000.00	
BalObject: 0115 - HUD Admin			
<u>999.0115.100</u>	First Interstate Bank HUD Admin	311,089.02	2.25
	Total BalObject: 0115 - HUD Admin:	311,089.02	
BalObject: 0116 - HUD HAP			
<u>999.0116.100</u>	First Interstate Bank HUD HAP	793.10	2.25
	Total BalObject: 0116 - HUD HAP:	793.10	
BalObject: 0117 - Police			
<u>999.0117.100</u>	First Interstate Bank Police	17,652.90	2.25
	Total BalObject: 0117 - Police:	17,652.90	
BalObject: 0117 - ACH			
<u>999.0118.100</u>	First Interstate Bank ACH	1,000.00	2.25
	Total BalObject: 0118 -ACH	1,000.00	
BalObject: 0120 - PETTY CASH			
<u>001.0120.000</u>	PETTY CASH - RECORDS	100.00	0.00
<u>144.0120.000</u>	PETTY CASH-TRACK MEET	-	0.00
<u>750.0120.000</u>	PETTY CASH	500.00	0.00
<u>760.0120.000</u>	PETTY CASH	-	0.00
	Total BalObject: 0120 - PETTY CASH:	600.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
<u>001.0122.000</u>	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	200.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
<u>001.0123.000</u>	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	

Account	Name	Ending Balance	Interest Rate
BalObject: 0124 - PETTY CASH-LIBRARY			
<u>001.0125.000</u>	PETTY CASH-LIBRARY	200.00	0.00
	Total BalObject: 0124 - PETTY CASH-LIBRARY:	200.00	
BalObject: 0125 - PETTY CASH-PARK			
<u>001.0125.000</u>	PETTY CASH-PARK	225.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	225.00	
BalObject: 0130 - CASH HELD BY INSUR ADMIN			
<u>885.0130.000</u>	CASH HELD BY INSUR ADMIN	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADMIN:	1.00	
BalObject: 0215 - IPAIT MONEY MARKET			
<u>999.0215.000</u>	IPAIT MONEY MARKET	31,410,842.62	5.08
	Total BalObject: 0215 - IPAIT MONEY MARKET:	31,410,842.62	
BalObject: 0216 - FIRST INTERSTATE BANK MM			
<u>999.0216.000</u>	First Interstate Bank MM	8,174,200.16	2.25
	Total BalObject: 0216 - FIRST INTERSTATE BANK MM:	8,174,200.16	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
<u>364.0240.000</u>	MIDWEST ONE CD	-	
<u>999.0240.000</u>	MIDWEST ONE CD	6,101,250.25	4.95-5.15
	Total BalObject: 0240 - MIDWEST ONE CD:	6,101,250.25	
BalObject: 0243 - GNB INV			
<u>365.0243.000</u>	GNB CD	-	
<u>999.0243.000</u>	GNB CD	6,000,000.00	5.22-5.31
	Total BalObject: 0243 - GNB INV:	6,000,000.00	
BalObject: 0246 - PINNACLE INV			
<u>365.0246.000</u>	PINNACLE CD	2,053,646.58	5.35-5.35
<u>999.0246.000</u>	PINNACLE CD	20,000,000.00	5.09-5.53
	Total BalObject: 0246 - PINNACLE CD:	22,053,646.58	
BalObject: 0249 - United Bank & Trust			
<u>999.0249.000</u>	UB&T CD	1,000,000.00	4.75
	Total BalObject: 0249 - United Bank & Trust:	1,000,000.00	
BalObject: 0265 - IPAIT CD			
<u>999.0265.000</u>	IPAIT CD	2,000,000.00	5.14
	Total BalObject: 0265 - IPAIT CD:	2,000,000.00	
BalObject: 0273 - IPAIT GOV SEC			
<u>999.0273.000</u>	IPAIT GOV INV	7,998,453.66	4.814-5.03
	Total BalObject: 0273 - IPAIT GOV SEC:	7,998,453.66	
BalObject: 0999 - POOLED CASH			
<u>999.0999.000</u>	POOLED CASH - prepaid work comp and outstanding AP	36,343.16	0.00
	Total BalObject: 0999 - POOLED CASH:	36,343.16	
	TOTAL	86,517,825.49	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	1,732,914.21	5,188,023.51	2,591,038.48	-2,596,985.03	20,752,147.00
Expense	1,341,785.19	5,186,351.91	4,893,375.53	292,976.38	20,752,147.00
Total Fund: 001 - GENERAL FUND:	391,129.02	1,671.60	-2,302,337.05	-2,304,008.65	0.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	16,635.43	84,762.75	41,656.55	-43,106.20	339,051.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	16,635.43	84,762.75	41,656.55	-43,106.20	339,051.00
Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND					
Revenue	101,309.73	0.00	102,498.28	102,498.28	0.00
Total Fund: 011 - INSURANCE DEDUCTIBLE RESERVE FUND:	101,309.73	0.00	102,498.28	102,498.28	0.00
Fund: 030 - CAPITAL RESERVE					
Revenue	111,858.96	181,024.98	374,621.16	193,596.18	724,100.00
Expense	111,858.96	180,992.43	374,621.16	-193,628.73	724,100.00
Total Fund: 030 - CAPITAL RESERVE:	0.00	32.55	0.00	-32.55	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	1,284.83	499.98	3,217.33	2,717.35	2,000.00
Expense	0.00	11,666.70	0.00	11,666.70	46,667.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	1,284.83	-11,166.72	3,217.33	14,384.05	-44,667.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	25,498.23	0.00	-25,498.23	101,993.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	25,498.23	0.00	-25,498.23	101,993.00
Fund: 110 - ROAD USE TAX					
Revenue	490,256.80	969,107.19	1,221,856.23	252,749.04	3,876,429.00
Expense	341,596.17	862,989.48	1,040,211.80	-177,222.32	3,451,963.00
Total Fund: 110 - ROAD USE TAX:	148,660.63	106,117.71	181,644.43	75,526.72	424,466.00
Fund: 111 - ROAD USE TAX INSURANCE RESERVE					
Revenue	263.40	0.00	659.59	659.59	0.00
Total Fund: 111 - ROAD USE TAX INSURANCE RESERVE:	263.40	0.00	659.59	659.59	0.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	52,815.21	727,523.22	95,579.74	-631,943.48	2,910,093.00
Expense	782,572.29	908,995.23	782,572.29	126,422.94	3,635,981.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	-729,757.08	-181,472.01	-686,992.55	-505,520.54	-725,888.00

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	17,862.02	342,648.66	29,760.83	-312,887.83	1,370,595.00
Expense	326,279.69	325,100.25	326,279.69	-1,179.44	1,300,401.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	-308,417.67	17,548.41	-296,518.86	-314,067.27	70,194.00
Fund: 119 - EMERGENCY FUND					
Revenue	0.00	0.00	1,903.04	1,903.04	0.00
Expense	1,903.04	0.00	1,903.04	-1,903.04	0.00
Total Fund: 119 - EMERGENCY FUND:	-1,903.04	0.00	0.00	0.00	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	355,566.17	1,026,999.99	1,196,113.76	169,113.77	4,108,000.00
Expense	989,767.06	1,421,889.18	1,014,438.28	407,450.90	5,687,559.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	-634,200.89	-394,889.19	181,675.48	576,564.67	-1,579,559.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	15,765.72	375,265.71	46,079.68	-329,186.03	1,501,063.00
Expense	0.00	387,282.99	0.00	387,282.99	1,549,132.00
Total Fund: 125 - TAX INCREMENT FINANCING:	15,765.72	-12,017.28	46,079.68	58,096.96	-48,069.00
Fund: 126 - TIF-LMI					
Revenue	0.00	2,360.22	0.00	-2,360.22	9,441.00
Total Fund: 126 - TIF-LMI:	0.00	2,360.22	0.00	-2,360.22	9,441.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	249.46	10,249.98	10,404.11	154.13	41,000.00
Expense	0.00	9,999.99	8,939.79	1,060.20	40,000.00
Total Fund: 130 - CITY TORT LIABILITY:	249.46	249.99	1,464.32	1,214.33	1,000.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	683,015.91	345,648.40	-337,367.51	2,732,391.79
Expense	3,018.72	572,068.56	427,898.07	144,170.49	2,288,274.40
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-3,018.72	110,947.35	-82,249.67	-193,197.02	444,117.39
Fund: 133 - UNDESIGNATED FEDERAL GRANTS					
Revenue	168,604.00	249,999.99	185,424.62	-64,575.37	1,000,000.00
Expense	4,522.00	247,874.94	21,847.75	226,027.19	991,500.00
Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:	164,082.00	2,125.05	163,576.87	161,451.82	8,500.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	3,789.87	12,999.96	115,035.53	102,035.57	52,000.00
Expense	6,095.10	13,724.94	22,007.86	-8,282.92	54,900.00
Total Fund: 140 - PARK & REC DONATION FUND:	-2,305.23	-724.98	93,027.67	93,752.65	-2,900.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	15.82	4.98	39.61	34.63	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	15.82	4.98	39.61	34.63	20.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	0.00	7,689.00	6.51	-7,682.49	30,756.00
Expense	3,965.54	7,681.83	14,927.00	-7,245.17	30,756.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-3,965.54	7.17	-14,920.49	-14,927.66	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	51.25	1,886.49	128.33	-1,758.16	7,546.00
Expense	0.00	1,886.31	0.00	1,886.31	7,546.00
Total Fund: 144 - LIVE HEALTHY IOWA :	51.25	0.18	128.33	128.15	0.00
Fund: 145 - TORNADO GENERAL					
Expense	0.00	32,965.98	0.00	32,965.98	131,864.00
Total Fund: 145 - TORNADO GENERAL:	0.00	32,965.98	0.00	32,965.98	131,864.00
Fund: 150 - LOCAL PD GRANTS					
Revenue	6,706.87	14,994.00	15,338.17	344.17	60,000.00
Expense	4,759.46	14,994.00	16,032.74	-1,038.74	60,000.00
Total Fund: 150 - LOCAL PD GRANTS:	1,947.41	0.00	-694.57	-694.57	0.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	5,198.37	1,035.00	-4,163.37	20,800.00
Expense	2,483.00	5,199.15	2,483.00	2,716.15	20,800.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	-2,483.00	-0.78	-1,448.00	-1,447.22	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	2,653.42	23,251.74	16,879.74	-6,372.00	93,007.00
Expense	4,806.86	23,243.22	15,662.16	7,581.06	93,007.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-2,153.44	8.52	1,217.58	1,209.06	0.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	1,112.43	799.98	2,772.15	1,972.17	3,200.00
Expense	2,104.19	7,709.88	6,054.97	1,654.91	30,850.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	-991.76	-6,909.90	-3,282.82	3,627.08	-27,650.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	283.99	749.97	3,950.13	3,200.16	3,000.00
Expense	2,735.33	7,999.98	4,439.18	3,560.80	32,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	-2,451.34	-7,250.01	-489.05	6,760.96	-29,000.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	300.85	249.99	753.36	503.37	1,000.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	300.85	249.99	753.36	503.37	1,000.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	62.77	46.23	157.18	110.95	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	62.77	46.23	157.18	110.95	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	1,717.53	156,118.71	5,912.29	-150,206.42	624,475.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	690.31	158,684.91	2,804.37	155,880.54	634,740.00
Total Fund: 170 - LIBRARY DONATION FUND:	1,027.22	-2,566.20	3,107.92	5,674.12	-10,265.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	33.67	874.68	144.48	-730.20	3,500.00
Expense	2,591.65	999.69	2,591.65	-1,591.96	4,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	-2,557.98	-125.01	-2,447.17	-2,322.16	-500.00
Fund: 181 - #7 HUD LEAD GRANT					
Revenue	57,643.39	458,735.73	93,411.29	-365,324.44	1,834,943.00
Expense	96,659.96	458,712.03	240,552.32	218,159.71	1,834,943.00
Total Fund: 181 - #7 HUD LEAD GRANT:	-39,016.57	23.70	-147,141.03	-147,164.73	0.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	119,649.15	362,107.44	362,869.37	761.93	1,448,431.00
Expense	123,571.50	362,087.94	382,294.37	-20,206.43	1,448,431.00
Total Fund: 184 - VOUCHERS - 002, 003:	-3,922.35	19.50	-19,425.00	-19,444.50	0.00
Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY					
Revenue	826.09	0.00	2,090.74	2,090.74	0.00
Total Fund: 189 - #6 HUD LEAD GRANT/NOW STATE FUNDS ONLY:	826.09	0.00	2,090.74	2,090.74	0.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	919,066.00	1,851,043.38	941,079.05	-909,964.33	7,404,174.00
Expense	0.00	1,919,503.95	0.00	1,919,503.95	7,678,016.00
Total Fund: 200 - GO BONDS DEBT FUND:	919,066.00	-68,460.57	941,079.05	1,009,539.62	-273,842.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	11,088.16	178,048.71	20,298.58	-157,750.13	712,195.00
Expense	111,858.96	206,523.21	374,580.09	-168,056.88	826,093.00
Total Fund: 300 - CIP COLLECTION FUND:	-100,770.80	-28,474.50	-354,281.51	-325,807.01	-113,898.00
Fund: 311 - RISE STREET GRANTS					
Revenue	237,517.52	975,000.00	237,517.52	-737,482.48	3,900,000.00
Expense	4,998.00	1,224,999.99	60,711.35	1,164,288.64	4,900,000.00
Total Fund: 311 - RISE STREET GRANTS:	232,519.52	-249,999.99	176,806.17	426,806.16	-1,000,000.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	0.00	124,999.98	2.08	-124,997.90	500,000.00
Expense	1,459.75	134,999.97	3,228.93	131,771.04	540,000.00
Total Fund: 312 - AIRPORT PROJECT FUND:	-1,459.75	-9,999.99	-3,226.85	6,773.14	-40,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Expense	605.00	409,384.95	740.00	408,644.95	1,637,540.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	605.00	409,384.95	740.00	408,644.95	1,637,540.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	736.38	8,949.96	2,347.21	-6,602.75	35,800.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	9,999.99	0.00	9,999.99	40,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	736.38	-1,050.03	2,347.21	3,397.24	-4,200.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	51.13	49.98	128.04	78.06	200.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	51.13	49.98	128.04	78.06	200.00
Fund: 355 - Dangerous & Dilapidated (included GO bonds)					
Revenue	1,431.78	82,623.96	11,909.84	-70,714.12	330,500.00
Expense	1,279.40	46,949.19	3,853.10	43,096.09	187,800.00
Total Fund: 355 - Dangerous & Dilapidated (included GO bonds):	152.38	35,674.77	8,056.74	-27,618.03	142,700.00
Fund: 362 - 2020 GO BONDS					
Expense	0.00	2,187.75	0.00	2,187.75	8,751.00
Total Fund: 362 - 2020 GO BONDS:	0.00	2,187.75	0.00	2,187.75	8,751.00
Fund: 363 - 2021 GO BONDS					
Revenue	31,679.68	757,943.46	84,391.04	-673,552.42	3,031,774.00
Expense	433,703.90	1,689,570.93	1,037,258.35	652,312.58	6,758,284.00
Total Fund: 363 - 2021 GO BONDS:	-402,024.22	-931,627.47	-952,867.31	-21,239.84	-3,726,510.00
Fund: 364 - 2022 GO BONDS					
Revenue	177,337.71	772,499.94	290,459.01	-482,040.93	3,090,000.00
Expense	84,940.50	2,469,322.20	317,086.36	2,152,235.84	9,877,289.00
Total Fund: 364 - 2022 GO BONDS:	92,397.21	-1,696,822.26	-26,627.35	1,670,194.91	-6,787,289.00
Fund: 365 - 2023 GO BONDS					
Revenue	69,574.00	24,999.99	115,978.21	90,978.22	100,000.00
Expense	0.00	949,876.17	0.00	949,876.17	3,799,505.00
Total Fund: 365 - 2023 GO BONDS:	69,574.00	-924,876.18	115,978.21	1,040,854.39	-3,699,505.00
Fund: 389 - AMERICAN RESCUE PLAN					
Expense	12,656.45	89,269.23	25,943.59	63,325.64	357,077.00
Total Fund: 389 - AMERICAN RESCUE PLAN:	12,656.45	89,269.23	25,943.59	63,325.64	357,077.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	252,366.62	2,198,749.74	798,181.13	-1,400,568.61	8,794,999.00
Expense	252,366.62	2,198,505.75	798,181.13	1,400,324.62	8,794,999.00
Total Fund: 610 - WATER POLLUTION CONTROL:	0.00	243.99	0.00	-243.99	0.00
Fund: 611 - WPCP REVENUE					
Revenue	847,157.83	2,078,174.91	2,504,894.35	426,719.44	8,312,700.00
Expense	458,889.57	3,152,676.99	1,004,100.73	2,148,576.26	12,610,708.00
Total Fund: 611 - WPCP REVENUE:	388,268.26	-1,074,502.08	1,500,793.62	2,575,295.70	-4,298,008.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	6,133.98	6,249.99	15,360.02	9,110.03	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	6,133.98	6,249.99	15,360.02	9,110.03	25,000.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 615 - WPCP PLANT & IMPROVEMENTS					
Revenue	459,489.05	1,001,257.50	743,066.42	-258,191.08	4,005,030.00
Expense	391,138.72	1,001,257.47	743,066.42	258,191.05	4,005,030.00
Total Fund: 615 - WPCP PLANT & IMPROVEMENTS:	68,350.33	0.03	0.00	-0.03	0.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	101,942.77	37,500.00	101,942.77	64,442.77	150,000.00
Expense	90,839.62	37,500.00	101,942.74	-64,442.74	150,000.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	11,103.15	0.00	0.03	0.03	0.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	3,132.00	1,749.99	6,398.00	4,648.01	7,000.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	3,132.00	1,749.99	6,398.00	4,648.01	7,000.00
Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO)					
Revenue	526.81	0.00	1,319.17	1,319.17	0.00
Total Fund: 618 - WPCP INSURANCE RESERVE (WAS TORNADO):	526.81	0.00	1,319.17	1,319.17	0.00
Fund: 690 - TRANSIT OPERATING					
Revenue	46,053.99	419,774.64	141,618.09	-278,156.55	1,679,099.00
Expense	72,042.85	490,088.94	265,714.17	224,374.77	1,960,704.00
Total Fund: 690 - TRANSIT OPERATING:	-25,988.86	-70,314.30	-124,096.08	-53,781.78	-281,605.00
Fund: 691 - TRANSIT INSURANCE RESERVE					
Revenue	131.70	0.00	329.79	329.79	0.00
Total Fund: 691 - TRANSIT INSURANCE RESERVE:	131.70	0.00	329.79	329.79	0.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	136,317.11	350,837.49	353,508.64	2,671.15	1,403,350.00
Expense	60,571.60	371,746.50	188,743.62	183,002.88	1,487,231.00
Total Fund: 740 - STORM SEWER UTILITY:	75,745.51	-20,909.01	164,765.02	185,674.03	-83,881.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	8,002.39	17,324.94	30,845.51	13,520.57	69,300.00
Expense	48,243.02	22,087.77	87,756.75	-65,668.98	88,362.00
Total Fund: 750 - COMPOSTING FACILITY:	-40,240.63	-4,762.83	-56,911.24	-52,148.41	-19,062.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	12,000.00	33,181.53	21,181.53	48,000.00
Expense	1,139.26	11,387.55	43,490.34	-32,102.79	45,558.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-1,139.26	612.45	-10,308.81	-10,921.26	2,442.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	13,956.18	0.00	47,146.79	47,146.79	0.00
Expense	2,381.69	0.00	8,638.47	-8,638.47	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	11,574.49	0.00	38,508.32	38,508.32	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	305,722.23	0.00	897,792.57	897,792.57	0.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 09/30/2024

Account Typ...	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	240,864.05	0.00	719,349.58	-719,349.58	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	64,858.18	0.00	178,442.99	178,442.99	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	190.45	0.00	477.06	477.06	0.00
Expense	19.00	0.00	19.00	-19.00	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	171.45	0.00	458.06	458.06	0.00
Fund: 913 - 911 COMMISION					
Revenue	182,658.85	0.00	429,214.34	429,214.34	0.00
Expense	125,547.74	0.00	435,097.31	-435,097.31	0.00
Total Fund: 913 - 911 COMMISION:	57,111.11	0.00	-5,882.97	-5,882.97	0.00
Report Total:	523,185.64	-5,836,473.87	-1,145,066.61	4,691,407.26	-23,354,220.61

Fund Summary

Fund	September Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	391,129.02	1,671.60	-2,302,337.05	-2,304,008.65	0.00
010 - CASH FLOW RESERVE FUND	16,635.43	84,762.75	41,656.55	-43,106.20	339,051.00
011 - INSURANCE DEDUCTIBLE RE	101,309.73	0.00	102,498.28	102,498.28	0.00
030 - CAPITAL RESERVE	0.00	32.55	0.00	-32.55	0.00
031 - CAPITAL RSRV-BLDG MAINT	1,284.83	-11,166.72	3,217.33	14,384.05	-44,667.00
032 - CIP LARGE VEHICLE/EQUIP	0.00	25,498.23	0.00	-25,498.23	101,993.00
110 - ROAD USE TAX	148,660.63	106,117.71	181,644.43	75,526.72	424,466.00
111 - ROAD USE TAX INSURANCE	263.40	0.00	659.59	659.59	0.00
112 - EMPLOYEE BENEFITS FUND	-729,757.08	-181,472.01	-686,992.55	-505,520.54	-725,888.00
117 - POLICE/FIRE RETIREMENT	-308,417.67	17,548.41	-296,518.86	-314,067.27	70,194.00
119 - EMERGENCY FUND	-1,903.04	0.00	0.00	0.00	0.00
121 - LOCAL OPTION SALES TAX	-634,200.89	-394,889.19	181,675.48	576,564.67	-1,579,559.00
125 - TAX INCREMENT FINANCIN	15,765.72	-12,017.28	46,079.68	58,096.96	-48,069.00
126 - TIF-LMI	0.00	2,360.22	0.00	-2,360.22	9,441.00
130 - CITY TORT LIABILITY	249.46	249.99	1,464.32	1,214.33	1,000.00
132 - GRANTS-STATE/LOCAL AGE	-3,018.72	110,947.35	-82,249.67	-193,197.02	444,117.39
133 - UNDESIGNATED FEDERAL G	164,082.00	2,125.05	163,576.87	161,451.82	8,500.00
140 - PARK & REC DONATION FUI	-2,305.23	-724.98	93,027.67	93,752.65	-2,900.00
141 - MTOWN TENNIS ASSOC	15.82	4.98	39.61	34.63	20.00
142 - SOFTBALL ASSOCIATION FU	-3,965.54	7.17	-14,920.49	-14,927.66	0.00
144 - LIVE HEALTHY IOWA	51.25	0.18	128.33	128.15	0.00
145 - TORNADO GENERAL	0.00	-32,965.98	0.00	32,965.98	-131,864.00
150 - LOCAL PD GRANTS	1,947.41	0.00	-694.57	-694.57	0.00
151 - DEPT OF JUSTICE GRANTS	-2,483.00	-0.78	-1,448.00	-1,447.22	0.00
152 - POLICE UNDESIGNATED GR	-2,153.44	8.52	1,217.58	1,209.06	0.00
153 - POLICE DEPT DONATION FL	-991.76	-6,909.90	-3,282.82	3,627.08	-27,650.00
156 - FIRE DEPT DONATION FUND	-2,451.34	-7,250.01	-489.05	6,760.96	-29,000.00
160 - ECONOMIC DEVELOPMENT	300.85	249.99	753.36	503.37	1,000.00
161 - SURETY DEPOSITS/SUBDIVI	62.77	46.23	157.18	110.95	185.00
170 - LIBRARY DONATION FUND	1,027.22	-2,566.20	3,107.92	5,674.12	-10,265.00
177 - SEIZED ASSETS (POLICE)	-2,557.98	-125.01	-2,447.17	-2,322.16	-500.00
181 - #7 HUD LEAD GRANT	-39,016.57	23.70	-147,141.03	-147,164.73	0.00
184 - VOUCHERS - 002, 003	-3,922.35	19.50	-19,425.00	-19,444.50	0.00
189 - #6 HUD LEAD GRANT/NOW	826.09	0.00	2,090.74	2,090.74	0.00
200 - GO BONDS DEBT FUND	919,066.00	-68,460.57	941,079.05	1,009,539.62	-273,842.00
300 - CIP COLLECTION FUND	-100,770.80	-28,474.50	-354,281.51	-325,807.01	-113,898.00
311 - RISE STREET GRANTS	232,519.52	-249,999.99	176,806.17	426,806.16	-1,000,000.00
312 - AIRPORT PROJECT FUND	-1,459.75	-9,999.99	-3,226.85	6,773.14	-40,000.00
340 - BIKE PATH PROJECT FUND	-605.00	-409,384.95	-740.00	408,644.95	-1,637,540.00
341 - TREES FOREVER PROJECT	736.38	-1,050.03	2,347.21	3,397.24	-4,200.00

Monthly Budget Report - Marshalltown

For Fiscal: 2024-2025 Period Ending: 09/30/2024

350 - GO BONDS CAPITAL PROJEC	51.13	49.98	128.04	78.06	200.00
355 - Dangerous & Dilapidated (ir	152.38	35,674.77	8,056.74	-27,618.03	142,700.00
362 - 2020 GO BONDS	0.00	-2,187.75	0.00	2,187.75	-8,751.00
363 - 2021 GO BONDS	-402,024.22	-931,627.47	-952,867.31	-21,239.84	-3,726,510.00
364 - 2022 GO BONDS	92,397.21	-1,696,822.26	-26,627.35	1,670,194.91	-6,787,289.00
365 - 2023 GO BONDS	69,574.00	-924,876.18	115,978.21	1,040,854.39	-3,699,505.00
389 - AMERICAN RESCUE PLAN	-12,656.45	-89,269.23	-25,943.59	63,325.64	-357,077.00
610 - WATER POLLUTION CONTRI	0.00	243.99	0.00	-243.99	0.00
611 - WPCP REVENUE	388,268.26	-1,074,502.08	1,500,793.62	2,575,295.70	-4,298,008.00
614 - WPCP CAPITAL IMPROVEMI	6,133.98	6,249.99	15,360.02	9,110.03	25,000.00
615 - WPCP PLANT & IMPROVEM	68,350.33	0.03	0.00	-0.03	0.00
616 - SANITARY SEWER REHAB PF	11,103.15	0.00	0.03	0.03	0.00
617 - SANITARY SEWER NEW COM	3,132.00	1,749.99	6,398.00	4,648.01	7,000.00
618 - WPCP INSURANCE RESERVE	526.81	0.00	1,319.17	1,319.17	0.00
690 - TRANSIT OPERATING	-25,988.86	-70,314.30	-124,096.08	-53,781.78	-281,605.00
691 - TRANSIT INSURANCE RESER	131.70	0.00	329.79	329.79	0.00
740 - STORM SEWER UTILITY	75,745.51	-20,909.01	164,765.02	185,674.03	-83,881.00
750 - COMPOSTING FACILITY	-40,240.63	-4,762.83	-56,911.24	-52,148.41	-19,062.00
760 - P&R CONCESSIONS ENTERP	-1,139.26	612.45	-10,308.81	-10,921.26	2,442.00
881 - OCCUPATIONAL INSURANCI	11,574.49	0.00	38,508.32	38,508.32	0.00
884 - GROUP HEALTH INSURANCI	64,858.18	0.00	178,442.99	178,442.99	0.00
886 - WORKMAN'S COMP DEDUC	171.45	0.00	458.06	458.06	0.00
913 - 911 COMMISION	57,111.11	0.00	-5,882.97	-5,882.97	0.00
Report Total:	523,185.64	-5,836,473.87	-1,145,066.61	4,691,407.26	-23,354,220.61



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

To: Civil Service Commission
From: Heather Thomas, Public Works Director
Re: Certified Hire List
Position: Transit Operator - Full Time

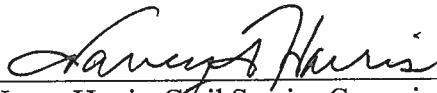
After reviewing all applicant and their qualifications, the following people were tested and considered to best meet the qualifications for the above listed position:

Temiko Holmes (99/154)
Jeffrey Christianson (78/154)

This list shall be valid for a period not to exceed January 3, 2026.

Date List Certified by Civil Service Commission:

January 3, 2025



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission



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

To: Civil Service Commission
From: Rick Legg, Street Superintendent
Heather Thomas, Public Works Director
Re: Street Maintenance Worker II

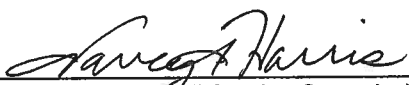
After reviewing all applicants and their qualifications, the following people were tested and considered to best meet the qualifications for the above listed position:

Hank Bailey (173/299)
David Atcher (161/299)
Randy Dall (158/299)

This list shall be valid for a period not to exceed January 3, 2026.

Date List Certified by Civil Service Commission:

January 3, 2025



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission

BUILDING REPORT FOR THE MONTH OF DECEMBER 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
BLDC-010544-2024	Marshalltown Trowel Co	104 S 8th Ave	Buildout				\$412,292.35	\$2,861.00
BLDR-010553-2024	Glenn Dauschmidt	604 N 2nd Ave	Addition		\$62,763.75			\$724.00
BLDR-010504-2024	Duane & Tamara Eberly	808 Arlington Dr	Deck		\$2,280.00			\$75.00
BLDC-010535-2024	Java Marshalltown Coffee LLC	3109 S Center St	Interior Work				\$97,940.58	\$969.00
BLDC-010590-2024	Fisher Govenor Foundation	709 S Center St	Interior Work				\$79,013.40	\$843.00
			TOTALS:	\$0.00	\$65,043.75	\$0.00	\$589,246.33	\$5,472.00
			TOTAL IMPROVEMENT AMOUNT:		\$654,290.08			
				Units	Permits	Permits	Permits	Demo Permits
*Work started without a permit - fee is doubled			# OF PERMITS:	0	2	0	3	0

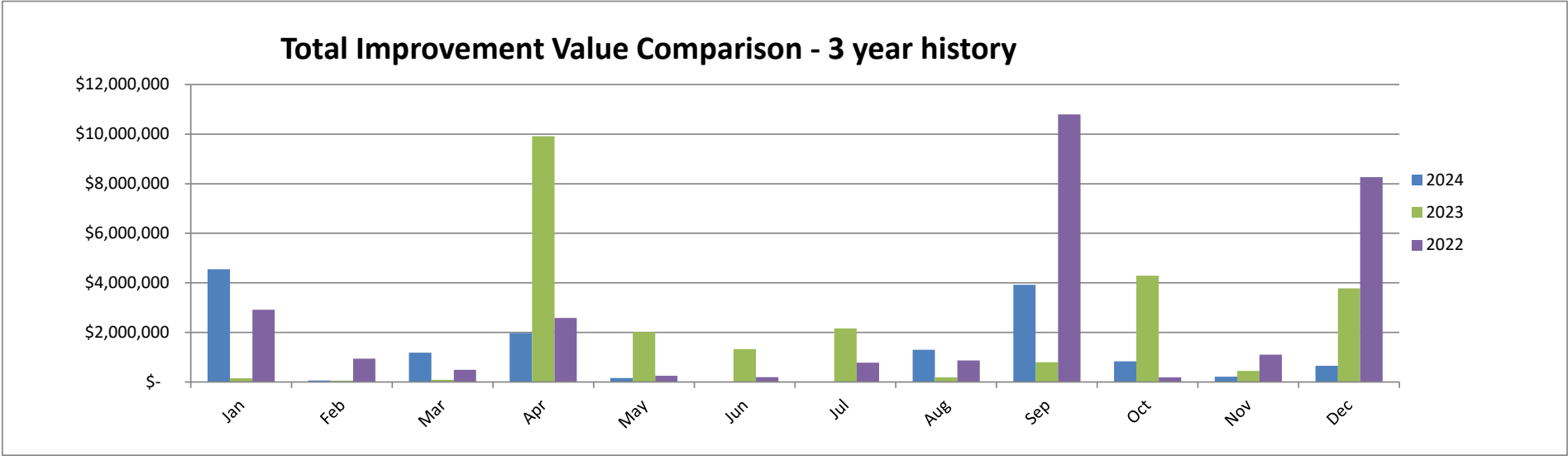
TRADE PERMIT REPORT FOR THE MONTH OF December 2024							
MARSHALLTOWN IOWA							
PERMIT NUMBER	LOCATION OF IMPROVEMENT	RESIDENTIAL/ COMMERCIAL	PERMIT TYPE (ELEC., PLUMB., MECH. OR SOLAR)	VALUATION	FEE		
ELER-010551-2024	205 N 15th St	Residential	Electrical		\$85.00		
ELER-010552-2024	412 N 12th Ave	Residential	Electrical		\$85.00		
ELER-010534-2024	402 Sharon Ave	Residential	Solar		\$95.00		
ELER-010545-2024	209 E South St	Residential	Electrical		\$62.00		
PLMR-010546-2024	6 E Lincoln St	Residential	Plumbing		\$62.00		
PLMR-010554-2024	3216 Lily Lane	Residential	Plumbing		\$62.00		
MECH-010513-2024	319 N 11th Ave	Residential	Mechanical		\$62.00		
MECH-010531-2024	1325 W Linn St	Residential	Mechanical		\$62.00		
ELER-010564-2024	2005 Edgebrook Dr	Residential	Electrical		\$85.00		
ELER-010562-2024	1800 W Lincoln Way	Residential	Electrical		\$85.00		
PLMR-010565-2024	6 N 8th Ave	Residential	Plumbing		\$85.00		
PLMC-010555-2024	104 S 8th Ave	Commercial	Plumbing	\$65,150.00	\$375.00		
ELER-010419-2024	1209 E Nevada St	Residential	Electrical		\$85.00		
MECH-010582-2024	708 Jackson St	Residential	Mechanical		\$62.00		
MECH-010583-2024	618 Elmwood Dr	Residential	Mechanical		\$62.00		
ELER-010567-2024	406 Wauconda Rd	Residential	Electrical		\$85.00		
ELER-010446-2024	402 E State St	Residential	Electrical		\$62.00		
ELER-010578-2024	914 May St	Residential	Electrical		\$62.00		
ELER-010580-2024	501 W Ingledue St	Residential	Electrical		\$85.00		
ELER-010581-2024	1503 Kalsem Blvd	Residential	Electrical		\$85.00		
PLMR-010603-2024	3308 Merritt Rd	Residential	Plumbing		\$62.00		
	Residential Permits	Residential Value	Residential Fees	Commercial Permits	Commercial Value	Commercial Fees	Total Fees
Electrical	11	\$ -	\$866.00	0	\$ -	\$ -	\$ 866.00
Plumbing	4	\$ -	\$271.00	1	\$ 65,150	\$375.00	\$ 646.00
Mechanical	4	\$ -	\$248.00	0	\$ -	\$ -	\$ 248.00
Solar	1	\$ -	\$95.00	0	\$ -	\$ -	\$ 95.00
TOTALS	20	\$ -	\$1,480.00	1	\$ 65,150	\$375.00	\$1,855.00

Building Division Improvement Value Summary - 2024

Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	\$ 4,546,993	\$ 61,370	\$ 1,187,320	\$ 1,976,727	\$ 160,328	\$ 17,880	\$ 9,280	\$ 1,301,454	\$ 3,919,431	\$ 832,341	\$ 213,879	\$ 654,290	\$14,881,293
2023	\$146,879	\$52,863	\$89,854	\$9,915,908	\$2,017,008	\$1,324,629	\$2,165,008	\$186,516	\$799,185	\$4,289,552	\$444,643	\$3,781,161	\$25,213,206
2022	\$2,912,000	\$937,862	\$494,839	\$2,580,043	\$254,164	\$200,269	\$777,111	\$870,171	\$10,794,793	\$186,890	\$1,101,767	\$8,262,465	\$29,372,376
2021	\$6,335,000	\$6,324,000	\$18,194,000	\$34,700,000	\$2,239,000	\$1,049,000	\$495,000	\$235,000	\$4,992,000	\$636,000	\$2,882,000	\$918,000	\$78,999,000
2020	\$1,921,000	\$339,000	\$1,660,000	\$4,186,000	\$382,000	\$3,260,000	\$2,367,000	\$501,000	\$12,368,000	\$12,265,000	\$20,405,970	\$7,665	\$59,662,635
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000	\$870,000	\$1,546,000	\$2,188,000	\$471,000	\$13,287,000	\$3,550,000	\$802,000	\$5,172,000	\$38,274,000
2018	\$205,000	\$1,722,000	\$271,000	\$3,050,000	\$1,104,000	\$306,000	\$2,725,000	\$12,653,000	\$3,882,000	\$3,136,000	\$3,432,000	\$5,334,000	\$37,820,000
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000	\$1,171,000	\$671,000	\$547,000	\$937,000	\$21,827,000	\$480,000	\$3,781,161	\$46,869,161
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000	\$113,000	\$945,000	\$555,000	\$1,246,000	\$3,416,000	\$4,254,000	\$443,000	\$19,418,000
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000	\$3,067,000	\$6,572,000	\$1,391,000	\$2,944,000	\$788,000	\$1,803,000	\$1,212,000	\$23,962,000
2014	\$310,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$350,000	\$2,712,000	\$470,000	\$1,203,000	\$22,044,000	\$1,678,000	\$538,000	\$63,145,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000	\$1,922,000	\$373,000	\$308,000	\$8,471,000	\$4,270,000	\$425,000	\$22,749,000

Total Improvement Value Comparison - 3 year history

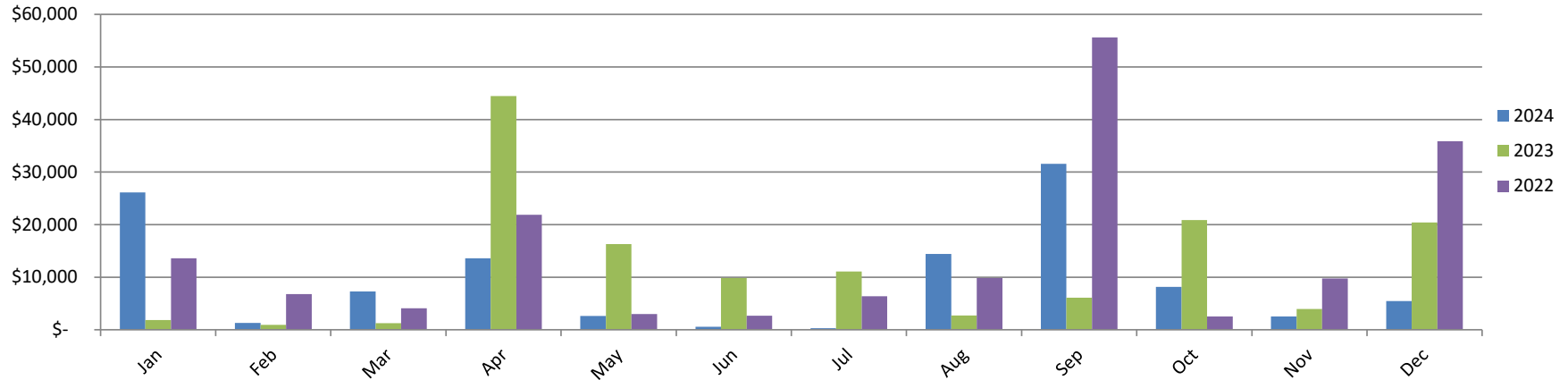


Building Division Improvement Fee Summary - 2024

Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2024	\$ 26,127	\$ 1,277	\$ 7,269	\$ 13,589	\$ 2,618	\$ 548	\$ 273	\$ 14,427	\$ 31,554	\$ 8,158	\$ 2,513	\$ 5,472	\$113,825
2023	\$1,840	\$919	\$1,273	\$44,457	\$16,282	\$9,862	\$11,090	\$2,704	\$6,116	\$20,856	\$3,948	\$20,426	\$139,773
2022	\$13,583	\$6,803	\$4,081	\$21,852	\$2,993	\$2,687	\$6,366	\$9,826	\$55,620	\$2,512	\$9,764	\$35,862	\$171,950
2021	\$48,028	\$47,605	\$86,696	\$160,445	\$13,361	\$8,998	\$6,020	\$3,654	\$26,620	\$5,410	\$2,219	\$8,033	\$417,089
2020	\$11,506	\$3,879	\$11,942	\$25,465	\$4,090	\$21,363	\$13,575	\$5,219	\$59,802	\$59,261	\$88,881	\$33,070	\$338,053
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308	\$16,389	\$15,200	\$6,479	\$61,975	\$22,847	\$6,751	\$11,027	\$213,739
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589	\$3,038	\$17,654	\$57,378	\$26,618	\$18,654	\$21,900	\$41,131	\$228,954
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400	\$10,063	\$5,237	\$5,075	\$7,933	\$53,706	\$4,385	\$1,930	\$178,508
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500	\$1,553	\$6,946	\$5,912	\$11,069	\$21,606	\$27,022	\$3,841	\$136,042
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787	\$34,441	\$11,625	\$18,742	\$7,793	\$13,969	\$8,935	\$160,342
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496	\$5,278	\$8,360	\$95,674	\$12,971	\$4,765	\$319,636
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443	\$15,753	\$4,939	\$3,882	\$38,468	\$22,346	\$3,484	\$134,479

Total Fees Received Comparison - 3 year history



BUILDING REPORT FOR THE YEAR 2024											MARSHALLTOWN I O W A			
MONTH	TOTAL PERMITS	TOTAL VALUATION	LIVING UNITS	#	NEW DWELLINGS	#	ALTER DWELLINGS	#	MINOR DWELLINGS	#	MISC. IMPROVEMENTS	BUILDING PERMITS	DEMOLITION PERMITS	FEE
January	8	\$4,546,993	4	4	\$1,326,732	0	\$0	0	\$0	4	\$3,220,261	8	0	\$26,127
February	9	\$61,370	0	0	\$0	3	\$1,800	4	\$48,970	2	\$10,600	9	0	\$1,277
March	6	\$1,187,320	6	1	\$1,156,861	2	\$11,580	1	\$16,450	1	\$2,429	5	1	\$7,269
April	6	\$1,976,727	6	4	\$1,965,929	1	\$8,790	0	\$0	1	\$2,008	6	0	\$13,589
May	14	\$160,328	0	0	\$0	9	\$94,318	5	\$66,010	0	\$0	14	0	\$2,618
June	6	\$17,880	0	0	\$0	5	\$12,630	0	\$0	1	\$5,250	6	0	\$548
July	3	\$9,280	0	0	\$0	1	\$9,280	1	\$0	0	\$0	2	1	\$273
August	19	\$1,301,454	2	2	\$800,599	13	\$240,604	0	\$0	4	\$260,251	19	0	\$14,427
September	13	\$3,919,431	14	4	\$3,551,902	1	\$2,969	6	\$115,815	2	\$248,745	13	0	\$31,554
October	24	\$832,341	0	0	\$0	7	\$90,326	9	\$86,660	8	\$655,355	24	0	\$8,158
November	7	\$213,879	0	0	\$0	2	\$23,040	4	\$51,240	1	\$139,599	7	0	\$2,513
December	5	\$654,290	0	0	\$0	2	\$65,044	0	\$0	3	\$589,246	5	0	\$5,472
TOTALS	120	\$14,881,293	32	15	\$8,802,023	46	\$560,381	30	\$385,145	27	\$5,133,744	118	2	\$113,825

BUILDING DEPARTMENT

BUILDING PERMIT SUMMARY 2024

MARSHALLTOWN

I O W A

MONTH	NEW DWELLINGS	ALTER DWELLINGS	MINOR DWELLINGS	MISC. IMPROVEMENTS	TOTAL IMPROVEMENTS	FEES
JANUARY	\$1,326,732	\$0	\$0	\$3,220,261	\$4,546,993	\$26,397
FEBRUARY	\$0	\$1,800	\$48,970	\$10,600	\$61,370	\$1,277
MARCH	\$1,156,861	\$11,580	\$16,450	\$2,429	\$1,187,321	\$7,269
APRIL	\$1,965,929	\$8,790	\$0	\$2,008	\$1,976,727	\$13,589
MAY	\$0	\$94,318	\$66,010	\$0	\$160,328	\$2,693
JUNE	\$0	\$12,630	\$0	\$5,250	\$17,880	\$548
JULY	\$0	\$9,280	\$0	\$0	\$9,280	\$273
AUGUST	\$800,599	\$240,604	\$0	\$260,251	\$1,301,454	\$14,427
SEPTEMBER	\$3,551,902	\$2,969	\$115,815	\$248,745	\$3,919,431	\$31,554
OCTOBER	\$0	\$90,326	\$86,660	\$655,355	\$832,341	\$8,158
NOVEMBER	\$0	\$23,040	\$51,240	\$139,599	\$213,879	\$2,513
DECEMBER	\$0	\$65,044	\$0	\$589,246	\$654,290	\$5,472
TOTALS	\$8,802,024	\$560,381	\$385,145	\$5,133,744	\$14,881,293	\$114,170

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
MARSHALLTOWN ELKS LODGE #312 AT 101 WEST CHURCH STREET AND 27-31
ENE S. 1ST STREET, MARSHALLTOWN, IOWA**

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

WHEREAS, the Downtown Incentive Grant Committee has received an application for the east and south sides of 101 West Church Street and 27-31 ENE South 1st Street, which is owned by the Elks Lodge, for awnings, door replacement, signs and lettering; and

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

WHEREAS, the owner has provided an estimate of eligible construction costs of \$13,372.10 so 25% would be \$3,343.03; and

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

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to \$3,343.03 for the reimbursement to the Marshalltown Elks Lodge #312 for the facade improvement on the east and south side of 101 W Church Street and 27-31 ENE South 1st Street.

Passed this 13th day of January 2025, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



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

City Council
Marshalltown, IA

December 20, 2024

Dear Mayor and Councilors,

I am writing to submit a Façade Grant request on behalf of Elks Lodge, located at 101 W. Church St. and side street address of 27-31 ENE S. 1st St. The Elks Lodge will be updating the façade of their building with appropriate historic color awnings, and signage for the lodge, Cherry Bliss, and Big Brothers & Big Sisters.

I have included estimates, and the project renovation scope for your review.

The Downtown Incentive Committee had discussion on December 19, regarding this request. The request is as follows:

101 W. Church St.		
Façade - East Side of Building		
	Door Replacement	\$ 4,312.10
	Awnings	\$ 5,935.00
	Cherry Bliss Sign	\$ 290.00
	Big Brothers Big Sisters Sign	\$ 260.00
	Marshalltown Elks Lodge Sign	\$ 155.00
	Elks Back Entrance Sign	\$ 85.00
	Total of East Side	\$ 11,037.10
	Riembursement at 25%	\$ 2,759.28
Façade - South Side of Building		
	Awning	\$ 2,250.00
	Elks Lodge #312 - Lettering	\$ 85.00
	Total of South Side	\$ 2,335.00
	Riembursement at 25%	\$ 583.75
	Total Riembursement	\$ 3,343.03

The combined total of both the Façade Grant Requests equals \$3,343.03

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

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

Regards,

A handwritten signature in black ink, reading "Deb Millizer". The signature is fluid and cursive, with the first name "Deb" and last name "Millizer" clearly legible.

Deb Millizer
Executive Director
Marshalltown Central Business District

Total estimated cost

\$2335-

Grant amount requested

\$583.75

Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. Before reimbursement, a member of the Main Street Downtown Incentive Committee must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBF representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/City

Elks Club 312
Arnold Lamborn - Trustee 12-11-24
Signature of Applicant Date

Signature of Owner

Date

**Return to:
Marshalltown CBD, Debbie Millizer, Director
34 W. Main
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org**

Work commenced prior to approval of the Façade Grant Application is not eligible.

- # Marshalltown Central Business District Façade Grant Application

East Side

Address: 101 W. Church St / 27-31 ENE 5 1st St.
Current Tenant (Business Name): Marshalltown EKS Lodge (BPOE)
Use: _____ Zoning: _____

☒ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.

Name of Applicant: Marshalltown EKS Lodge #312 (BPOE)

Mailing Address: 101 W. Church St, Marshalltown, IA 50158

Street City, State Zip

Phone: _____ Fax: _____ Cell: 641-432-1009

☒ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.

Legal Name of Owner: _____

Mailing Address: _____

Street City, State Zip

Phone: _____ Fax: _____ Cell: _____

Awning	\$ 5,935
Awning with façade project	\$
Brick cleaning and tuckpointing	\$
Exterior lighting	\$
Painting of exterior surface	\$
Preservation of architectural elements	\$
Removal of inappropriate elements	\$
Signage	\$ 790
Storefront rehabilitation/restoration	\$
Window and/or door repair	\$ 4,312.10
Other; explain	\$

Total estimated cost

\$14,037.10

Grant amount requested

\$2,759.28

Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien for evidence of payment. Before reimbursement, a member of the Main Street Downtown Incentive Committee must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites MCBT representatives to make all reasonable inspections, investigations and take pictures of the subject property during the processing period of this request.

I understand that this is a voluntary program. I also understand the Main Street Downtown Incentive Committee/City has the right and discretion to approve or deny any project portions thereof.

I authorize the use of any pictures involving this project by the Main Street Downtown Incentive Committee/City

Edith Jones - Trustee *E/Ks Club 312* *12-11-24*
Signature of Applicant Date

Signature of Owner

Date

Return to:
Marshalltown CBD, Debbie Millizer, Director
34 W. Main
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org

Work commenced prior to approval of the Façade Grant Application is not eligible.

SIGN CREATIONS

Estimate

111 S. 1st Ave.
Marshalltown, Ia. 50158
Phone 641-753-9394

Date	Estimate #
11/26/2024	3510

Name / Address
BPOE Elks Lodge 312 PO Box 454 Marshalltown, IA 50158

			Project
Description	Qty	Cost	Total
7'4"x2'x3'projection Brownie Awning with sign band installed	1	2,250.00	2,250.00
Hi Tack Beige 1'x6' "ELKS LODGE #312"	1	85.00	85.00
7'4"x2'x3'projection Browning Awning- no sign band installed	2	1,650.00	3,300.00
9'9"x2'x3' projection Brownie Awning- no sign band installed	1	1,850.00	1,850.00
3'x6' Signabond single sided Elks sign on 1st St	1	230.00	230.00
Set up fee	1	30.00	30.00
Signabond 4'x4' sign on Church St	1	155.00	155.00
Signabond "Elk's Back Entrance #312" 1'x6'	1	85.00	85.00
Installation (Hourly Rate)	4.5	50.00	225.00
Sign Permit (estimated, would be adjusted accordingly)	1	300.00	300.00
3'x7' Signabond single sided Big Brothers Big Sisters	1	260.00	260.00
3'x8' Signabond single sided Cherry Blossom	1	290.00	290.00
		Subtotal	\$9,060.00
		Sales Tax (7.0%)	\$0.00
		Total	\$9,060.00

MARSHALL GLASS
10 N THIRD AVE
Marshalltown, IA 50158

Copy 1

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

Federal Tax ID: 84-1936647

P/O#:	Cust State Tax ID:	Workorder: W027323 Date: 12/11/2024 Time: 10:04 AM
Taken By:	Cust Fed Tax ID:	
Installer:	Ship Via:	
SalesRep:	Adv. Code:	
Bill To: Walkin		Sold To: Walkin
Elks Lodge		Cheri

(641) 750-9271

Qty	Part Number	Description	List	Disc%	Sell	Total
1	COM	Commercial Glazing Aluminum Door w/ sidelite	\$2,300.00	0	\$2,300.00	\$2,300.00
1	LA	Labor	\$1,680.00	0	\$1,680.00	\$1,680.00
1	MISC	Sealants and Fasteners	\$50.00	0	\$50.00	\$50.00

THANK YOU FOR YOUR BUSINESS.

Clear Aluminum In-Swing Door with Sidelite
Narrow Stile
10" Bottom Rail
Butt Hinges
Standard Push/Pull Hardware
Closer/Sweep

1" Low-E Temp IG's

Qty	Part Number	Description	List	Disc%	Sell	Total
1	COM	Commercial Glazing Aluminum Door w/	\$2,300.00	0	\$2,300.00	\$2,300.00

Sub Total: \$4,030.00

Tax: \$282.10

Total: \$4,312.10

Customer's Signature: _____

Balance: \$4,312.10

**RESOLUTION AUTHORIZING THE USE OF COUNCIL-DESIGNATED
LOCAL OPTION SALES TAX IN FISCAL YEAR 2025 FOR THE
NATIONAL EMPLOYEE SURVEY**

WHEREAS, the City of Marshalltown conducted the National Employee Survey in late 2020 to help better understand its employees; and

WHEREAS, the results of the survey provided valuable information and indicators which the City of Marshalltown can now track; and

WHEREAS, the City Administrator proposed that the survey be conducted again in fiscal year 2023 and the Council approved an amount not to exceed \$6,000 to do so; and

WHEREAS, the survey was not conducted due to organizational changes; and

WHEREAS, the City Administrator proposes to conduct the National Employee Survey in fiscal year 2025; and

WHEREAS, the 2024 pricing to conduct the survey is \$7,600.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: that an additional \$1,600 is approved in Council-designated Local Option Sales Tax funds for the National Employee Survey in fiscal year 2025.

Passed this 13th day of January 2025, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Carol Webb, City Administrator
DATE: January 13, 2025
RE: National Employee Survey

Description/Background:

The City conducted a National Employee Survey in 2020 which provided benchmarkable data for assessing employee engagement. In fiscal year 2023, the City Administrator proposed conducting the survey again and City Council approved \$6,000 in Council-designated Local Option Sales Tax funds to do so. However, due to organizational changes, the survey was not conducted in fiscal year 2023. I am proposing that we conduct the National Employee Survey in fiscal year 2025, however, in order to do so, Council will need to designate \$1,600 in additional Council-designated Local Option Sales Tax funds as the price to conduct the survey has increased since 2022.

The price quote is attached.

CITY COUNCIL

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





Policy Confluence, Inc.
Subscription and Support Agreement

THIS POLCO SUBSCRIPTION AND SUPPORT AGREEMENT (the "Order Form") is entered into and made effective as of October 21, 2024 ("Effective Date") by and between Policy Confluence, Inc., a Delaware corporation ("Polco" or "Company"), and Marshalltown, IA ("Customer" "you" or "your"). Policy Confluence, Inc. and Customer may be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

Agreement

This is a binding agreement by the Customer to purchase a Polco Subscription as set forth in the table below and further defined in this agreement. Each of the Services is governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the "Enterprise Terms" found at (<https://info.polco.us/enterprise-terms>) and the Website Terms of Use (the "Website Terms" found at <https://info.polco.us/eula>) (each a "Supplement," and collectively with this Order Form, the "Agreement").

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

Customer Information	
Customer Name:	City of Marshalltown, IA
Address:	24 N Center St, Marshalltown, IA 50158
Contact:	Jill Petermeier
Phone:	+1 (641) 754-5704
E-mail:	jpetermeier@marshalltown-ia.gov
Billing Information	
Billing Contact:	
Phone:	
E-mail:	

Training and Support

Your subscription includes access to the Polco Modules and Support as described below, which includes training materials, as well as access to technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

Privacy Policy

You acknowledge that you have read and understand Polco's Privacy Policy (the "Privacy Policy" found at <https://info.polco.us/privacy>).

Subscription Terms (Duration)

This Subscription shall be in effect for a term of 12 months from the Start Date and the renewal dates are outlined below. Prices are guaranteed for the length of the Agreement.

This Subscription will renew at the end of the Initial Term for a duration of 12 months and shall continue to do so unless or until you provide written notice of non-renewal at least thirty (30) days prior to the expiration of the Agreement Term. You will be notified at least sixty (60) calendar days prior to the Subscription Renewal Date to provide positive consent for the renewal.

Polco reserves the right to modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Subscription Term, and the applicable Fees in this Order Form will be deemed amended accordingly. Any such increases shall not exceed 7% per Renewed Agreement Term. You will receive standard updates to the Services that are made generally available by Polco during the Term. However, Polco reserves the right to offer additional functionality or premium feature improvements for an additional cost.

	Start Date	End Date	Period	Renewal Date	Renewal Notification
Subscription Term	10/21/2024	10/20/2025	12 months	10/21/2025	Notification of renewal terms at least sixty (60) calendar days prior to the Subscription Renewal Date

Remainder of page intentionally left blank.

Subscription Fees

The Fees for the 12-month subscription term covered by this Agreement are outlined below.

Your Polco Plan (12-Month Term)			
Polco Modules			
-	Track		
	-	Overview Dashboard and All Domains	-
	-	Polly: AI Analyst for Public-Facing Organizations	-
-	Engage		
	-	Ask (Surveys and Polls)	-
	-	In-Product Weighting	-
-	Assess		Frequency
	-	National Community Survey	-
	✓	National Employee Survey	\$7,600
	-	National Business Survey	-
	-	National Law Enforcement Survey	-
	-	National Employee Survey - Law Enforcement	-
	-	Community Assessment Survey for Older Adults	-
	✓	Add-On: Half Page of Custom Questions	Included
	✓	Add-On: Up to 15 Department Reports	Included
Balancing Act Modules			
-	Full Suite		
-	Simulation - Budgeting		
-	Prioritize		
-	Taxpayer Receipt		
Total Investment			\$7,600

Billing

You will be invoiced upon execution of this Agreement as outlined in the following table. All amounts payable to "Policy Confluence, Inc." as specified herein are in United States Dollars (USD). If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state. Your Implementation shall be suspended if Fees for your Initial Term are not received in a timely fashion, and your Account shall be suspended and inaccessible if such Fees are not received within 30 days of the invoice date.

Fees for each additional Subscription Term shall be invoiced 60 days in advance of the start date of the Subscription Term and shall be due by the start date of the Subscription Term. Your Account shall be automatically suspended and inaccessible as of the start date of the Subscription if Fees have not been received by such date, and your subscription shall be deemed terminated if Fees for a Subscription Term are not received within thirty (30) days following the start date of the Subscription Term. There shall be a \$500 (USD) reactivation fee if your account is suspended for late payment.

Term	Invoice Timing	Expected Invoice Date	Invoice Amount	Due
Subscription Term	On signing agreement	10/21/2024	\$7,600	net 30 days

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

Compliance with Data Protection Laws

Each Party will comply with any applicable data protection and privacy laws and applicable to such Party's performance of its obligations under or in connection with this Agreement ("Data Protection Laws"). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

Service Level Agreement

Polco's web platform will be operational and available to the Customer at least 99.5% of the time in any calendar month (the "Polco Application SLA").

Ownership and Use of Creative Materials

The Parties acknowledge and agree that an integral part of the services is the creation of the Polco application for Customer, which includes the development of certain information, content, text, graphics, logos, photos, videos, software, and other items, as well as their selection and arrangement ("Creative Materials"). Such Creative Materials are protected by copyrights,

trademarks, patents, trade secrets, and other intellectual property and proprietary rights, and Polco shall be considered the author of such Creative Materials and retains all rights, titles, and interests in and to such Creative Materials. Customer's rights to use the Creative Materials are limited to use solely in connection with this Agreement, and the rights and obligations granted hereunder. Any rights granted to Customer under this Agreement to use the Creative Materials shall cease upon the termination of this Agreement.

Data Ownership

All data collected or generated by Polco shall be owned exclusively by Polco. Polco reserves the right to use the data for any purpose, including but not limited to improving the software platform, conducting research, and developing new products and services. Polco may disclose the data to third parties, provided that such disclosure is done in accordance with applicable laws and regulations, and is necessary to provide services to the customer. Upon termination of this agreement, Polco shall retain ownership of the data.

Miscellaneous

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receive an automatic response or other indication that the email account is not being monitored).

<u>To</u> Marshalltown, IA: 24 N Center St Marshalltown, IA 50158 Jill Petermeier jpetermeier@marshalltown-ia.gov	<u>To</u> Policy Confluence, Inc. : 1241 John Q. Hammons Dr, Suite 203 Madison, WI 53717 Sonya Wytinck, COO sonya@polco.us
---	--

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments thereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment thereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method are legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect

their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Full Authority. The person agreeing to the terms and conditions of this Agreement states and affirms that they have the full authority of Customer to enter into and execute this Agreement.

Remainder of page intentionally left blank, signature page to follow.



IN WITNESS WHEREOF, CUSTOMER and POLICY CONFLUENCE, INC. have executed this Agreement as of the Effective Date:

CUSTOMER	POLICY CONFLUENCE, INC.
City of Marshalltown, IA 24 N CENTER ST MARSHALLTOWN, IA 50158	Policy Confluence, Inc. 1241 JOHN Q HAMMONS DR STE 203 MADISON WI 53717-1929

Signature

Date _____

Signature

Date _____

Sonya Wytinck / COO

Printed Name / Title

Printed Name / Title



Polco and Marshalltown, IA

PROPOSAL FOR SERVICES

Build smarter, better connected communities
with an easy-to use platform that brings
verified input into decision making.

Prepared by:

Alec Vice

avice@polco.us

www.polco.us

About Polco

Polco is an exclusive partner of International City and County Managers Association (ICMA) and National League of Cities (NLC), and a GovTech 100 company. More than 350 government agencies trust Polco to empower their organizations to build trust, maximize the impact of public resources, and drive resident satisfaction. In 2019, Polco entered the GovTech market with flexible and trustable engagement tools, helping to facilitate civil and constructive discourse through participant verification and results filtering. In 2019, Polco merged with National Research Center (NRC), giving customers access to 25+ years of gold-standard survey assessment experience and more than 30M points of verified community input. In 2022, Polco founded the Government Performance and Action Lab (GPAL), a public/private data partnership with ICMA, NLC, The Hoover Institute and UW-Madison. In early 2023, Polco merged with Balancing Act, a mission-aligned GovTech 100 Company, to bring budget, climate and housing simulations, prioritization tools and taxpayer receipts into their full suite of engagement tools. With these powerful partnerships and decades of trusted data to contextualize, benchmark and compare current results, Polco is leading the future of public engagement, performance management and data-driven decision making.

Our Expertise

Polco's team, approaching 100 employees, has decades of experience working with and for local, state and federal governments on the critical issues that move us all forward. In addition to the data scientists and survey research experts in NRC, our in-house data science laboratory, our staff includes communications experts, certified community engagement professionals, credentialed customer success managers, PHD economists, MPAs, and product and engineering teams that put our customers at the center of every decision. We understand the challenges and opportunities that local governments contend with daily, and are experienced and prepared to support at each step of the way.

Our Products

Polco Engage gives you 24/7 access to online surveying, polling, live polling, real time results, reporting and analytics for up to 10 users. **Assessments** are tried and trusted statistically valid benchmark surveys conducted by NRC. **Polco Track** combines essential public data with verified resident feedback in one powerful performance management dashboard. **Balancing Act** offers simulation exercises on everyday and critical issues, along with prioritization tools and a taxpayer receipt. When used together, Polco products represent the most complete suite of public engagement and data-driven decision making tools available today.

Engage	Assess	Track	Balancing Act
Participant Overview	National Community Survey	Overview Dashboard	Budget Simulations
Ask (Surveys + Polls)	National Employee Survey	Safety Domain	Housing Simulations
Polco Live	National Business Survey	Economy Domain	Prioritize
Engagement Library	National Law Enforcement Survey	Land Use Domain	Taxpayer Receipt
Analysis + Reporting	National Law Enforcement Employee Survey	Community Health Domain	
	Community Assessment for Older Adults	Community Connection Domain	
		Education, Arts & Culture Domain	
			

Your Subscription

Prepared for the City of Marshalltown, IA

This quote expires December 31, 2024

Recommended Products and Services

Polco Polco Engage + Assess Module– The National	\$7,600
---	---------

Employee Survey®

- Includes ½ Page of Custom Questions
- Includes up to 15 Department Reports

Optional Add-Ons:

Total :	\$7,600
---------	---------

We are active partners in your success. Your work with Polco is supported by our team of survey and engagement experts, and a dedicated Customer Success Manager to provide training and resources. Supporting assets include webinars, best practice newsletters and a robust collection of case studies, articles, and engagement content to help you do the best work possible.

**RESOLUTION AUTHORIZING THE USE OF COUNCIL-DESIGNATED
LOCAL OPTION SALES TAX FOR A SOLID WASTE STUDY**

WHEREAS, the City of Marshalltown City Council desires to evaluate solid waste collection within our community; and

WHEREAS, a solid waste study would be conducted to research best practices, the current state of collection in Marshalltown, development of possible alternatives and recommendations for implementation; and

WHEREAS, staff sought out proposals for a study and received a response from Iowa State University College of Design; and

WHEREAS, it is recommended the use of council-designated local option sales tax is utilized to complete the study; and

WHEREAS, the City Council of the City of Marshalltown finds it in the best interest to complete the study; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: that the City of Marshalltown hereby approves \$9,004.32 in Council-designated Local Option Sales Tax funds for a solid waste study through the Iowa State University College of Design.

Passed this 13th day of January 2025, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Carol Webb, City Administrator
DATE: January 13, 2025
RE: Community Solid Waste Study

Strategic Plan:

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

Plan Objective: Address solid waste collection within the community

Recommendation: Adopt the resolution allocating Local Option Sales Tax (LOST) funds to conduct a community solid waste study

Budget Impact: Staff proposes the allocation of \$9,004.32 in Council-designated Local Option Sales Tax funds to conduct the proposed study.

Description/Background:

Council identified community solid waste collection as a priority in its October 2024 City Council goal-setting session. In alignment with that goal, staff is presenting a proposal to conduct a community solid waste study. The study will be performed by the Iowa State University College of Design and will include research on best practices, a review of the current state of solid waste collection in Marshalltown, development of possible alternatives, and recommendations for implementation.

A more detailed scope of work is attached.

CITY COUNCIL

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



Project Name: Marshelltown Waste Management Phase I and II

Project Variable Costs	Budget
Mailings and postage	\$ -
Meeting materials (nametags, pens, notepads, folders)	\$ -
Printing/duplicating (poster boards for community meetings and report printing)	\$ 500.00
Catering (snacks and beverages for community engagement meeting)	\$ 230.00
Other	\$ -
Total Variable Costs	\$ 730.00

Project Fixed Costs	Budget
Room rental	\$ -
Audiovisual equipment rental	\$ -
Advertising and promotion	\$ -
Other	\$ -
Total Fixed Costs	\$ -

Travel Expenses	Budget
Lodging	\$ -
Airfare	\$ -
Subsistence / per diem	\$ -
Mileage for personal vehicles	\$ -
Registrations	\$ -
University/Rental vehicle (day charge plus mileage): 3 trips to Marshelltown to meet with staff	\$ 300.00
Total Travel Expenses	\$ 300.00

Labor Costs (Hourly rate determined from FFS Labor Rate Model)			
	Estimated Hours	\$/hour	Estimated Labor Costs
Julie Robison - Project Supervisor	5	\$92.24	\$ 461.20
Amy Logan - GIS and Survey Support	0	\$35.72	\$ -
Clare Andresen - Financial Admin	1	\$46.96	\$ 46.96
Eli Wilson - Lead Researcher and Task Manager	137	\$40.25	\$ 5,514.25
Nora Ladjahasan	0	\$61.59	\$ -
Chloe McAnich - Report Editing and Formatting	5	\$32.13	\$ 160.65
Undergraduate Student Researchers (2 @ 50 hours each)	100	\$15.29	\$ 1,529.00
Total Labor Expenses			\$ 7,712.06

Project Estimate to Quote Sponsors	
Estimated Variable Costs	\$ 730.00
Estimated Fixed Costs	\$ -
Estimated Travel Expenses	\$ 300.00
Estimated Labor Costs	\$ 7,712.06
Total Estimated Costs	\$ 8,742.06
3% Administrative Fee	\$ 262.26
Total Project Estimate	\$ 9,004.32

Course of Action for Marshalltown Waste Utility

Phase I: Background Research

1.1 Research Best Practices and Precedence

- Research best precedence communities in Municipal Solid Waste Management
- Case Studies from other communities (i.e. Eau Claire, WI and others)
- Pros and cons of various options and implications for municipal finances

1.2 General Recommendations

- Understand why the current system is not satisfactory and what other opportunities are possible
- Using Information gathered, develop a set of successful actions to implement
- Submit/Present culmination of different strategies as an alternative to the current system in writing

Phase II: Independent Review of Current Status

2.1 Assessment of Current Waste Management Practices

- Take inventory on current environment and understand improvement needs
- Collect data on waste generation rates, types of waste, and existing collection methods.
- Analyze current costs for residents, waste diversion rates (e.g., recycling), and participation in waste programs.

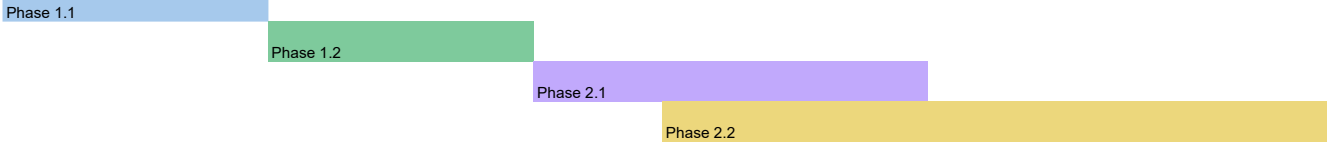
2.2 Community/Government Needs and Preferences

- Conduct surveys or hold public forums to understand resident expectations, preferred service levels, and willingness to pay.
- Engage with key stakeholders (internal to City and external), such as businesses, environmental groups, and neighborhood associations.
- Impact assessment on current providers in lieu of a municipal utility

Marshalltown Waste Management Project Timeline

Phase 1.1 Research Best Practice and Precedence
Research Best Practices on Solid Waste Management
Case Studies from successful communities
Pros and cons of various options
Phase 1.2 General Reccomendations
Develop set of actions to implement
Submit/Present culmination of findings in writing
Phase 2.1 Assessment of Current Waste Mgmt.
Take inventory on current situation and facilities
Find data on waste generation sites, types of waste, etc.
Analyze cost to residents, water diversion rates
Phase 2.2 Community/Government Needs and Preferences
Conduct Survey on current methods and desired improvement
Engage with stakeholders on preferences
Assess Impact on Current Providers and transition considerations

2025																																																	
Jan.					Feb.										Mar.																																		
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F																				
13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	3	4	5	6	7	#	11	12	13	14	17	18	19	20	21	24	25	26	27	28	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21



**RESOLUTION APPROVING AN AGREEMENT FOR TOBACCO ENFORCEMENT
SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA
ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA, CREATED PURSUANT TO
CHAPTER 28E.12 OF THE IOWA CODE**

WHEREAS, the City of Marshalltown, Iowa, has negotiated an Agreement for Tobacco Enforcement Services pursuant to Chapter 28E of the Iowa Code, with the Iowa Alcoholic Beverages Division, State of Iowa; and

WHEREAS, the City Council of Marshalltown finds this Agreement for Services is in the best interest of the City.

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

Section 1. That the attached Agreement for Services is hereby approved in all respects and particulars.

Section 2. The Agreement for Services shall begin on October 1, 2024, and continue through June 30, 2025, and remain in effect until either party terminates the Agreement by written notice at least 20 days prior to the date of cancelation.

Section 3. That the Chief of Police is hereby authorized and directed to execute said Agreement for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Agreement for Services with the Secretary of State, as required by law.

Passed this 13th day of January, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor Greer, City Administrator Webb & City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 7 January 2025
RE: 28E Agreement with Iowa ABD for Tobacco, Alternative Nicotine & Vapor Product Enforcement for FY25

Strategic Plan:

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

Plan Objective:

Approve 28E Agreement with Iowa ABD to address important public safety and health issues related to tobacco, nicotine and vapor product regulations.

Recommendation:

Staff recommends the Marshalltown City Council approve the FY25 28E Agreement with the Iowa Alcoholic Beverages Division (ABD) for the enforcement of Iowa's tobacco, alternative nicotine and vapor product laws. Staff also recommends the City Council authorize the Chief of Police to sign this agreement.

Budget Impact:

None

Description/Background:

The City of Marshalltown and the Marshalltown Police Department have a long-standing relationship with the Iowa ABD for the enforcement of tobacco laws and public education connected to tobacco regulations in Iowa. Historically, the police department has partnered with Iowa ABD to conduct tobacco compliance checks at all licensed tobacco retail outlets in the city limits of Marshalltown. The attached agreement requires the police department to conduct compliance checks on all Marshalltown tobacco retailers before February 15, 2025. Non-compliant establishments must be checked again before May 15, 2025. The police department believes this is an important public health and public policy initiative. Staff recommends approval of this agreement.

CITY COUNCIL

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





December 5, 2024

Thank you for participating in the I-pledge Tobacco, Alternative Nicotine, and Vapor Product Enforcement Program with the Iowa Department of Revenue (the Department). Together, law enforcement agencies and the Department have raised the tobacco retailer compliance rate to a remarkable 91%. We know the compliance success rate that Iowa has achieved would not be possible without the help of Iowa's law enforcement community.

Enclosed you will find a fully executed copy of the FY2025 Tobacco 28E Agreement and the FY2025 I-pledge Tobacco, Alternative Nicotine, and Vapor Product Enforcement Handbook.

What should you do?

Log on to the Law Enforcement Portal to view a full list of retailer assignments for your agency. Conduct one compliance check at each tobacco, alternative nicotine, and vapor product retailer assigned to your agency during FY2025, as required by the agreement. Perform an additional compliance check on any retailer that fails the first compliance check. Instructions on how to submit compliance check results to the Department can be found on the Law Enforcement Portal.

What you should know:

The I-pledge Tobacco, Alternative Nicotine, and Vapor Product Enforcement Handbook designed to assist your agency in the completion of FY2025 (July 1, 2024 - June 30, 2025) underage tobacco, alternative nicotine, and vapor product compliance checks. The Handbook and video tutorials found on the Law Enforcement Portal contain all the information necessary to get your agency started, and contact information for assistance as needed.

Iowa law reflects the federal minimum age to purchase. The state minimum age to purchase tobacco, alternative nicotine, and vapor products is 21 years of age. Underage purchasers from the age of 16 to 20 years old may be used in the program. If using multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16 to 20-year-old underage purchasers are used when feasible.

Alternative nicotine and vapor products are age-restricted pursuant to Iowa Code section 453A.2 and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

Questions?

If you have questions about the program, please refer to the contact information provided in the enforcement handbook. We know that this year, together, we can build on the successes achieved in previous years.

Sincerely,

Jessica Ekman

Jessica Ekman, I-pledge Tobacco Program Coordinator
Alcohol & Tax Compliance Division

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

This agreement ("Agreement") is made and entered into on the Effective Date by and between the Iowa Department of Revenue ("IDR"), and Marshalltown Police Department ("Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 **IDR.** IDR is an agency of the State of Iowa is authorized, pursuant to Iowa Code chapter 453A and a memorandum of understanding with the Iowa Department of Health and Human Services, to provide enforcement for Iowa's tobacco, alternative nicotine, and vapor product laws. IDR's address for the purposes of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 909 South 2nd Street, Marshalltown, IA 50158.

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine, and vapor product enforcement activities in compliance with Iowa Code section 453A.2. The legal authority for this agreement is Iowa Code chapter 28E, Iowa Code section 453A.2, and MOU-2025-ABD01 Memorandum of Understanding between the Iowa Department of Health and Human Services Division of Tobacco Use and Prevention and Control and Iowa Department of Revenue.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2025, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

- 5.1 **Responsibilities of the Department.**
 - 5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine, and vapor product enforcement of Iowa Code chapter 453A.
 - 5.1.2 **Compliance Checks.**
 - 5.1.2.1 "Compliance checks" means activity to enforce tobacco, alternative nicotine, and vapor product laws in accordance with Iowa Code section 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of Iowa Code section 453A.2 within additional jurisdictions upon agreement of the Parties. IDR shall make available to the Department the location of each tobacco, alternative nicotine, and vapor product permit holder subject to a compliance check by the Department at <https://govconnect.iowa.gov/TAP/LawEnforcement/>.
 - 5.1.2.2 The Department shall perform one (1) **compliance check** of each tobacco, alternative nicotine and vapor product permit holder within

RECEIVED

NOV 18 2024

REGULATION

the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine, and vapor products are age-restricted pursuant to Iowa Code section 453A.2 and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

- 5.1.2.3 **The Department shall not begin to conduct any retailer compliance checks until October 1, 2024.**
- 5.1.2.4 The compliance check shall be completed and submitted for reimbursement to IDR by **February 15, 2025**. The Department should try to complete a compliance check of all seasonal businesses, such as golf courses, marinas, and bait shops, before the businesses close for the 2024 business year, but not before October 1, 2024. If the Department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2024 business year, the Department shall work with IDR to establish a plan for completing these compliance checks.
- 5.1.2.5 The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2025**.
- 5.1.2.6 Clerks that fail compliance checks shall be ticketed criminally.
- 5.1.2.7 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine, and vapor product permit to the retailer where the offense was committed.
- 5.1.2.8 If the Department fails to complete and submit reimbursement for compliance checks to IDR by **February 15, 2025**, IDR will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.
- 5.1.3 **Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged, where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

- 5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.
- 5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine, and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 **Compliance Reports.** The Department shall provide monthly reports to IDR in the manner prescribed by IDR.
- 5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine, and vapor product enforcement activities. The Department shall provide all office space, equipment, and personnel necessary to conduct tobacco, alternative nicotine, and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.
- 5.2 **Responsibilities of IDR.**
 - 5.2.1 **Enforcement Guidance.** IDR shall provide guidance on tobacco, alternative nicotine, and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
 - 5.2.2 **Payment.** IDR shall pay the Department in the manner described in Section 6 of this Agreement.
 - 5.2.3 **Cooperation.** If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine, and vapor product enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
 - 5.2.4 **Insurance, Benefits, and Compensation.** IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 **Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

- 6.2 **Eligible Claims.** Compliance checks that are conducted on or after October 1, 2024 are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.4 **Payment in Arrears.** IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

- 10.1 **Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 **Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

- 10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
- 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
- 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
- 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
- 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.
- 10.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
 - 10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;
 - 10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;
 - 10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;
 - 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 10.4.1 Immediately terminate the Agreement without additional written notice; or,
 - 10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 12. CONTRACT ADMINISTRATION.

- 12.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 12.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.

- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
- 12.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
- 12.10.1 At the time it is actually received; or,
- 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR
Name: Jessica Ekman
Title: I-PLEDGE Tobacco Program Coordinator
Address: 1918 SE Hulsizer Road

City, State Zip Code	Ankeny, Iowa 50021
Phone Number:	(515) 281-7434
E-mail Address	jessica.ekman@iowa.gov

Party:	The Department
Name:	Michael Tupper
Title:	Chief
Address:	909 South 2nd Street
City, State Zip Code	Marshalltown, Iowa 50158
Phone Number:	641-754-5729
E-mail Address	mtupper@marshalltown-ia.gov

- 12.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 12.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 12.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.
- 12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 12.15 **Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- 12.16 **Record Retention and Access.** The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records of the Department relating to invoices or payments or any other documentation or materials pertaining to this

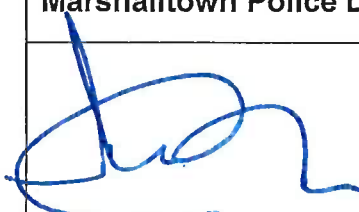
Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records. Based on the audit findings, IDR reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

- 12.17 **Additional Provisions**. The parties agree that any Addendum, Rider, or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 12.18 **Further Assurances and Corrective Instruments**. The parties agree that they shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 13. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa Department of Revenue	
Darina Petkova	Digitally signed by Darina Petkova Date: 2024.12.02 19:04:26 -06'00'
Signature	Date
Name:	
Title:	

Marshalltown Police Department	
	15 Nov 2024
Signature	Date
Name: Michael W. Tupper	
Title: Chief of Police	

**RESOLUTION AMENDING THE POLICY FOR RECORDS RETENTION
AND EXAMINATION AND COPYING OF PUBLIC RECORDS**

WHEREAS, the City of Marshalltown has a policy governing the examination and copy of public records, which provides procedures related to complying with the Code of Iowa Chapter 22 relating to open records; and

WHEREAS, on February 26, 2018, the City Council passed Resolution 2018-020 adopting the records retention schedule, produced by the Iowa League of Cities, State Historical Society of Iowa's State Archives and Records Bureau and Iowa Municipal Finance Officers Association, dated October 2012; and

WHEREAS, federal grant guidelines require the City to have a records retention policy, therefore language was added to this policy for this requirement; and

WHEREAS, the City Council finds adopting this policy is in the best interest of the City of Marshalltown.

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

Section 1. The attached Policy for Records Retention and Examination and Copying of Public Records is hereby approved.

Section 2. This policy shall be reviewed every 3 years to meet grant requirements.

Passed this 13th day of January 2025, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Carol Webb, City Administrator
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: October 9, 2024
RE: Examination and Copying of Public Records Policy

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: Adopt the policy amendment.

Budget Impact: N/A

Description/Background: The City of Marshalltown has a policy governing the examination and copy of public records, which provides procedures related to complying with the Code of Iowa Chapter 22 relating to open records.

Staff have discussed search options with our IT contractor and will be utilizing staff email search or a cross-mailbox search to provide the most cost-effective response to requests. Staff recommend adding language to the policy regarding these requests to provide transparency.

CITY COUNCIL

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



CITY OF MARSHALLTOWN

RECORDS RETENTION AND EXAMINATION AND COPYING OF PUBLIC RECORDS

Updated: January 13, 2025

GENERAL POLICY:

It is the policy of the City of Marshalltown to comply with all requests for records within the constraints of Iowa Code Chapter 22. The purpose of this policy is to define the procedures for records retention and the procedures and fees associated with handling open records requests made to the City of Marshalltown.

RECORDS RETENTION:

The City Council has adopted by resolution the records retention schedule produced by the Iowa League of Cities, State Historical Society of Iowa's State Archives and Records Bureau, and Iowa Municipal Finance Officers Association. This manual is intended to assist officials in the management of records created and received in the conduct of city business. The schedule lists categories of records and indicates the minimum periods of time city officials need to keep them for administrative, legal, fiscal, or historical purposes. The retention periods take into account requirements of the Code of Iowa, the Iowa Administrative Code, and federal law.

PROVISIONS:

Iowa Code Section 22.1(2) requires government bodies to delegate an official or employee as its "lawful custodian" responsible for implementing the requirements of Iowa Code Chapter 22 and to provide that information to the public. The City's "lawful custodian" is the City Clerk or any employee delegated such responsibilities by the City Clerk.

Records requests are preferred in writing, but can come in any form, including the online form provided on the City's website at this address: [www.marshalltown-ia.gov/FOIA], by e-mail: clerk@marshalltown-ia.gov, by fax: 641-754-5717, or by letter: City Clerk, 24 N Center Street, Marshalltown, Iowa, 50158. If a requestor is unable to put the request in writing, the requestor should contact the City Clerk, either via telephone at 641-754-5701 or in-person during regular business hours and the City Clerk will assist.

In order to accurately and timely process a records request, the City needs to know the full extent of the request and how to contact the requestor (name, address, and phone number) in case the Clerk has any questions or concerns. Requests for documents should identify the requestor and provide a method to contact the requestor and need to be sufficiently specific in order to allow City staff to accurately identify the records being sought and timely respond to the request.

Routine Requests and Non-Routine Requests

Routine Requests. Examples of routine records requests include, but are not limited to a customer's request for copies of his or her own billing records, requests for meeting minutes or agendas, and requests for copies of specific resolutions or ordinances. Routine records requests may be handled directly by the department involved with notice of the request.

Non-Routine Requests. City staff should provide a copy of any non-routine records requests to the City Clerk immediately upon receipt. The City Clerk will coordinate the response to all non-routine records requests with affected departments through the chain of command. All non-routine requests will be vetted through the City Attorney.

The City Clerk shall consult the City Attorney or their designee concerning requests for records that may be considered confidential records pursuant to Iowa Code Section 22.7. All such requests are automatically considered non-routine requests.

The City shall have the final determination of what constitutes a routine and a non-routine request.

The City Clerk/Lawful Custodian will make every attempt to fill all open record requests in a timely manner, not to exceed twenty (20) days. If it becomes apparent that the custodian will be unable to fulfill the request in twenty (20) days, the custodian will contact the requestor and provide him or her with an anticipated fulfillment date. For larger requests, the City Clerk/Lawful Custodian may provide the responsive records in batches as they become available.

Requestor's Options for Examining or Copying Records

In-person Examination of Records. Persons seeking public records within the control of the City may examine such records at City Hall during normal business hours, Monday through Friday, from 8:30 am to 4:30 pm, except during City Hall closures. In-person examinations will be coordinated by the City Clerk. An appointment is required for all in-person examinations. Adequate notice is required for in-person examinations as prior review of confidential or otherwise protected information may need to occur prior to a requestor's in-person review. In-person examinations will be supervised by City staff and conducted in a manner as directed by staff to prevent destruction, misappropriation, manipulation, or disorganization of the original materials. After examination, persons seeking copies of public records, including electronic records, need to specifically and clearly indicate which records are requested for copying.

Personal Review Not Required. Requestors are not required by law to be personally present for the examination of records and, therefore, may ask that the City examine its records and provide copies of records that correspond to the request in accordance with the terms and conditions of this policy.

Form of Response to an Open Records Request

The City Clerk/Lawful Custodian shall make every reasonable effort to provide the public record requested at no cost other than copying costs for a record which takes less than thirty (30) minutes to produce. In the event expenses are necessary, such expenses shall be reasonable and communicated to the requester upon receipt of the request. A person may contest the reasonableness of the custodian's expenses as provided for in Chapter 22.

Records requests will be provided in electronic form by email whenever possible. Should the digital media be too large to email, it may be provided on a thumb drive. Paper copies maybe requested.

The following fee schedule shall apply:

- (a) Photocopies: \$0.25 per page.
- (b) digital media: actual cost of the thumb drive.

(c) hourly rate for the clerical time needed for the reproduction of copies or other media: Actual cost(s) of employee time if the time involved exceeds thirty (30) minutes.

(d) hourly rate for professional staff time needed to produce or review the documents: Actual costs(s) of employee time if the time involved exceeds thirty (30) minutes.

(e) Costs for legal services should only be utilized for the redaction or review of legally protected confidential information.

(f) Postage for copies mailed. Cost of actual postage. All requests will be mailed certified, return receipt requested.

(g) Any costs not covered by the above fee schedule shall be charged to the requestor based on the actual costs incurred by the City, including but not limited to all amounts charged to the City by third parties in connection with the fulfillment of any records request.

(h) The City of Marshalltown makes every attempt to produce records responsive to a records request while managing the cost to the requesting party. City staff may conduct a simple email search or an email server cross-mailbox search which, while more cost-effective, may not include all applicable records. A manual mailbox search for all records will require a search by our IT contractor. The cost for a manual search may result in higher billable charges.

The charges outlined herein are cumulative to the extent they reflect the reasonable cost to the City. For example, if a one-page document takes 45 minutes to locate and the requestor wants the document copied and mailed, the charges will include charges for the 15 minutes of retrieval services, \$0.25 for the black and white photocopy, or \$0.50 for a color photocopy, and the applicable postage charge for certified mail delivery.

Advance Deposits. If the City estimates the fees for the requested services will be greater than ten dollars (\$10.00), the City may require the requestor to make an advance deposit to cover all or part of the estimated fees. If a deposit is required, no work will begin on a request until the deposit is received. Any funds collected by the City in excess of the actual fees will be refunded to the requestor in a timely manner. If any requestor has not paid a previous amount due under this policy, the City shall require full payment of the previous amount due plus a full deposit for estimated services before processing a new request.

This policy does not cover departmental records which are subject to a specific departmental policy and fee schedule, such as police records and oversize or unique documents.

All open records requests that are responded to by electronic media shall be done so that the document may not be altered.

RESOLUTION TRANSFERRING FUNDS FOR FISCAL YEAR 2025 THROUGH SEPTEMBER 30, 2024

2025-_____

WHEREAS, the fiscal year 2025 budget provides for certain transfers between funds; and,

WHEREAS, the books should now indicate appropriate transfers;

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA

that the Finance Director be directed to make said transfers as follows:

TRANSFERS BETWEEN FUNDS

Fund	Transferred From	Fund	Transferred To	Explanation of activity	Adopted FY25	Total Cash Transfers through Sept. 30, 2024	Remaining Budget Available
001	General fund	355	D&D Fund	Landfill revenue in excess of expenses for prior fiscal year	\$ 20,000	\$ -	20,000.00
001	General fund	690	Transit	Property taxes collected in General Fund (as required) with the cash being transferred to the transit enterprise fund	\$ 402,933	\$ 7,624.46	395,308.54
030	Capital Reserve	312	Airport Project Fund	City portion of Airport Grant Project	\$ 50,000	\$ -	50,000.00
110	Road use tax fund	001	General	Reimbursement to general fund for employee wages associated with the public works department	\$ 1,186,057	\$ 255,812.30	930,244.70
112	Employee benefits fund	001	General	Reimbursement to general fund for employee benefits: FICA, IPERS, group health insurance, workman 's comp, retirees health savings contributions (non-union payout in lieu of sick and vacation based upon guidelines for payouts)	\$ 3,635,981	\$ 782,572.29	2,853,408.71
117	Police & fire retirement	001	General	Reimbursement to general fund for civil service retirement payments to Municipal Fire & Police Retirement System of Iowa (MFPRSI)	\$ 1,300,401	\$ 326,279.69	974,121.31
119	Emergency Levy Fund	001	General	Property taxes collected in Emergency fund with the cash being transferred to the general fund	\$ -	\$ 1,903.04	(1,903.04)
121	LOST - Council Desig	001	General	Council Designated to offset General Fund expenses in excess of revenues	\$ 684,447	\$ -	684,447.00
121	LOST - Council Desig	010	Cash Flow Reserve Fund	Transfer to have Reserve Fund maintained at 17% of FY25's Fund 001 budgeted expenses	\$ 249,051	\$ -	249,051.00

Fund	Transferred From	Fund	Transferred To	Explanation of activity	Adopted FY25	Total Cash Transfers through Sept. 30, 2024	Remaining Budget Available
121	LOST - Council Desig	011	Insurance Deductible Reserve Fund	Transfer to property insurance reserve fund to cover deductible for General Fund assets	\$ -	\$ 100,000.00	(100,000.00)
121	LOST - Council Desig	132	Grants: State and Local	Downtown Revitalization (DTR) grant	\$ 122,071	\$ -	122,071.00
121	Local Option Sales Tax	200	Debt Service Fund	Property tax relief from local option sales tax (LOST) collected to pay for bond payments	\$ 4,120,000	\$ 887,267.06	3,232,732.94
125	TIF tax collection fund	001	General	MCBD, Chamber, and façade/code grant expenses paid by general fund. Cash is transferred from TIF collection fund where the property taxes are collected.	\$ 228,315	\$ -	228,315.00
125	TIF tax collection fund	200	Debt Service Fund	To Pay for TIF portion of GO Debt	\$ 286,206	\$ -	286,206.00
133	Undesignated Federal Grants	363	2021 GO Bonds	Grant funding for Center St Viaduct	\$ 750,000	\$ -	750,000.00
145	Tornado Fund	110	Road use tax fund	Purchase of Dump Trucks to replace trucks used during Tornado clean up.	\$ 131,864	\$ -	131,864.00
300	CIP Tax Collection Fund	030	Capital Improvement Reserve Fund	Capital expenditures paid from governmental capital reserve fund. Cash is transferred from the capital improvement levy funds where the property taxes were receipted.	\$ 724,100	\$ 374,580.09	349,519.91
300	CIP Tax Collection Fund	32	CIP Large Equipment	Capital expenditures paid from governmental capital reserve fund. Cash is transferred from the capital improvement levy funds where the property taxes were receipted. For future fire truck purchase.	\$ 101,993	\$ -	101,993.00
364	2022 GO Bonds & Projects	363	2021 GO Bonds & Projects	Move Bond Proceeds to Corresponding Bond Projects	\$ 2,147,289	\$ -	2,147,289.00
365	2023 GO Bonds & Projects	363	2021 GO Bonds & Projects	For street improvement program	\$ 54,485	\$ -	54,485.00

Fund	Transferred From	Fund	Transferred To	Explanation of activity	Adopted FY25	Total Cash Transfers through Sept. 30, 2024	Remaining Budget Available
365	2023 GO Bonds & Projects	364	2022 GO Bonds & Projects	Downtown Phase 2 for E. Main	\$ 1,707,500	\$ -	1,707,500.00
389	American Rescue Plan	001	General	Public Safety wages (to cover budgeted General Fund expenses in excess of revenues)	\$ 201,077	\$ -	201,077.00
610	WPCP	200	Debt Service Fund	Fund WPCP GO Bond Payments	\$ 515,018	\$ -	515,018.00
740	Storm Sewer Utility	200	Debt Service Fund	Fund Storm Sewer GO Bond Payments	\$ 545,056	\$ -	545,056.00
				TOTALS EXCLUDING INTRAFUND TRANSFERS	\$ 19,163,844	\$ 2,736,039	\$ 16,427,805
610/611	WPCP funds	610, 612,615, 617	WPCP funds	Cover consolidation of project funds within WPCP series and move dollars from WPCP revenue fund to WPCP expenditure fund	\$ 12,610,708	\$ 1,106,043.50	11,504,664.50
TOTALS INCLUDING INTRAFUND TRANSFERS					\$ 31,774,552	\$ 3,842,082.43	27,932,469.57

Passed this 13th day of December 2024

Attest: _____ Attest: _____
Mayor City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor Greer and City Council
FROM: Diana Steiner, Finance Director
DATE: 1/8/2025
RE: Transfer of funds through September 30, 2024

Strategic Plan:

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

Plan Objective: N/A

Recommendation: Staff recommends Council approve transfers that were budgeted and additional transfers that are now needed for the 3 months of this fiscal year.

Budget Impact: A budget amendment is not required if actual transfers exceed the budgeted transfer amounts; however, Council approval is required to actually make the transfers if the budget is exceeded. The report shows the original adopted FY25 budget approved in April 2024 and the actual transfers made this fiscal year through September 30, 2024.

Description/Background: Effective April 13, 2019, the City Finance Committee, organized under Iowa Administrative Code, approved changes to Administrative Rules Code 545-2 requiring greater disclosures for all interfund transfers. The rules require cities to provide the originating fund and receiving fund, purpose, and amount of the transfer during the budget process and also require additional resolutions any time transfers exceed the original or amended budget amounts.

Within the resolution, staff have outlined the original adopted budget transfers for the fiscal year ending June 30, 2025 and the actual transfers needed for the 3-month period ending September 30, 2024, and the difference between the adopted budget and the actual transfer. In many instances, the revenue from property tax levies, road use tax, local option sales tax, and bond funds are shown in their originating fund and then transferred out to the fund where the expenditures are accounted for.

Explanation of why there is a transfer but no budget for the major items include:

1. After the budget was approved in April, Council approved Resolution 2024-101 to establish property insurance deductible reserves since our insurance company changed from 1 deductible per major disaster to deductibles for each property location and per piece of equipment. The resolution states a \$100,000 will be transferred to the reserve from FY24-FY26 from LOST.

CITY COUNCIL

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



**RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE
RIVERVIEW PARK PHASE I #PRK23001, A DECREASE OF \$585.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc. for the Riverview Park Phase I Project #PRK23001; and

WHEREAS, a change that results in 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 #3 for the Riverview Park Phase I Project #PRK23001, in the decreased amount of \$585.00 is hereby accepted and approved.

Passed this 13th day of January 2025, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

Joel Greer, Mayor
Carol Webb, 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: January 13, 2025
RE: Riverview Park Phase 1 (PRK 23-001) _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:

Plan for and construct new infrastructure; Enhance the attractiveness of the entrances to the community;
Plan and fund improvements to the City's infrastructure and buildings

Recommendation:

Staff recommends approval of Change Order #3, a decrease of \$558.00.

Budget Impact:

We have sufficient funding for this change order. The following numbers are shown as a FYI to understand project costs and where funding is coming from:

Project Costs:

Master Plan	\$	29,500.00	<i>Bolton & Menk</i>
Hourly Mapping Request	\$	585.00	<i>Bolton & Menk</i>
Design	\$	218,938.00	<i>Bolton & Menk</i>
Design Amendment	\$	25,000.00	<i>Bolton & Menk</i>
On-Call Construction Services	\$	25,000.00	<i>Bolton & Menk</i>
Playground Equipment	\$	246,738.70	<i>Midwest Playscapes</i>
Construction Bid	\$	1,336,029.00	<i>Con-Struct, Inc.</i>
Change Order 1	\$	4,485.00	<i>Con-Struct, Inc.</i>
Change Order 2	\$	105,500.00	<i>Con-Struct, Inc.</i>
Change Order 3 (Pending Deduct)	\$	- 585.00	<i>Con-Struct, Inc.</i>
	\$	1,991,217.70	TOTAL

Funding Sources:

LOST	\$	29,500.00	<i>for Master Plan</i>
2022 GO Bond (Fund 364)	\$	2,120,000.00	<i>*Reduced for DI Projects</i>
	\$	2,149,500.00	TOTAL

CITY COUNCIL

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



Description/Background:

A proposed 15-inch storm sewer was in conflict with existing gas and electric lines. Due to the location of the lines, the proposed storm sewer, and only a single upstream intake on grade with limited contributing drainage area, the most cost-effective solution was to swap out the 15-inch RCP storm sewer to 8-inch Dual Wall HDPE. This change order adjusts the 15-inch quantity and adds an item for the 8-inch.

The project substantial completion remains July 1, 2025 with final completion August 1, 2025.

i:\public works\council items\2024\prk 23001 riverview park phase 1\memo_prk23001 riverview_co 2.docx

CITY COUNCIL

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



CONSTRUCTION CHANGE ORDER

Owner: City of Marshalltown
Project Number: PRK 23-001
Project Description: Riverview Park Phase 1

Change Order: #3
Change Order Recommended: 1/2/2025
Effective Date of Change Order: 1/13/2025

Date of Contract: September 24, 2024

Contractor: Con-Struct, Inc.
Marshalltown, Iowa

Reason / Justification for Change Order:

A proposed 15-inch storm sewer was in conflict with existing gas and electric lines. Due to the location of the lines, the proposed storm sewer, and only a single upstream intake on grade with limited contributing drainage area, the most cost effective solution was to swap out the 15-inch RCP storm sewer to 8-inch Dual Wall HDPE. This change order adjusts the 15-inch quantity and adds an item for the 8-inch.

Awarded Contract Price	\$1,336,029.00
Change Order #1	\$ 4,485.00
Change Order #2	\$ 105,500.00

Original Substantial Completion Date:	7/1/2025
Current Substantial Completion Date:	7/1/2025
Proposed Substantial Completion Date:	7/1/2025

Original Final Completion Date:	8/1/2025
Current Final Completion Date:	8/1/2025
Proposed Final Completion Date:	8/1/2025

Total Current Contract Amount	\$1,446,014.00
-------------------------------	----------------

Original Working Days:	n/a
------------------------	-----

Proposed Work Changes (See Attached Tab)	-\$585.00
---	------------------

Current Working Days:	n/a
-----------------------	-----

Proposed Working Days:	n/a
------------------------	-----

Total Proposed Contract Amount	\$1,445,429.00
--------------------------------	----------------

Recommended by Engineer:

Heather Thomas
Heather Thomas, PE
City of Marshalltown

City Engineer
Title

01/03/25
Date

Accepted by Contractor:

[Signature]
Con-Struct, Inc.

V.P.
Title

1/2/25
Date

Authorized by Owner:

City of Marshalltown

Title

Date

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Change Order: #3

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 2

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
1	CLEARING AND GRUBBING	1.0	LS	\$2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$ -	1.0	\$2,500.00
2	TOPSOIL, ON-SITE, 8 INCH	1676.0	CY	\$25.00	\$41,900.00	1704.0	\$42,600.00	0.0	\$ -	1704.0	\$42,600.00
3	TOPSOIL, COMPOST AMENDED	110.0	CY	\$78.00	\$8,580.00	110.0	\$8,580.00	0.0	\$ -	110.0	\$8,580.00
4	EXCAVATION, CLASS 10	4246.0	CY	\$20.00	\$84,920.00	4329.0	\$86,580.00	0.0	\$ -	4329.0	\$86,580.00
5	TEMPORARY BERM, INSTALLATION AND REMOVAL	120.0	CY	\$30.00	\$3,600.00	120.0	\$3,600.00	0.0	\$ -	120.0	\$3,600.00
6	SUBGRADE PREPARATION, 12 INCHES	1077	SY	\$5.00	\$5,385.00	1077.0	\$5,385.00	0.0	\$ -	1077.0	\$5,385.00
7	SUBBASE, MODIFIED, 4 INCHES	1459	SY	\$7.00	\$10,213.00	1499.0	\$10,493.00	0.0	\$ -	1499.0	\$10,493.00
8	SUBBASE, 1 INCH CLEAN, 12 INCHES	1077.0	SY	\$27.00	\$29,079.00	1077.0	\$29,079.00	0.0	\$ -	1077.0	\$29,079.00
9	SUBBASE, SAND, 9 INCHES	1077.0	SY	\$15.00	\$16,155.00	1077.0	\$16,155.00	0.0	\$ -	1077.0	\$16,155.00
10	REMOVAL OF PEDESTRIAN BRIDGE	1.0	LS	\$12,000.00	\$12,000.00	1.0	\$12,000.00	0.0	\$ -	1.0	\$12,000.00
11	REMOVAL OF PLAYGROUND EQUIPMENT	1.0	LS	\$8,000.00	\$8,000.00	1.0	\$8,000.00	0.0	\$ -	1.0	\$8,000.00
12	REMOVAL OF BENCHES	5.0	EA	\$300.00	\$1,500.00	5.0	\$1,500.00	0.0	\$ -	5.0	\$1,500.00
13	REMOVAL OF EXISTING BERM	1.0	LS	\$7,000.00	\$7,000.00	1.0	\$7,000.00	0.0	\$ -	1.0	\$7,000.00
14	COMPACTION TESTING	1.0	LS	\$4,000.00	\$4,000.00	1.0	\$4,000.00	0.0	\$ -	1.0	\$4,000.00
15	STORM SEWER, TRENCHED, RCP, 15 INCH	390	LF	\$60.00	\$23,400.00	390.0	\$23,400.00	-39.0	\$ (2,340.00)	351.0	\$21,060.00
16	PIPE APRON, 15 INCH	1	EA	\$4,000.00	\$4,000.00	1.0	\$4,000.00	0.0	\$ -	1.0	\$4,000.00
17	SUBDRAIN, 4", PERFORATED	967	LF	\$22.00	\$21,274.00	967.0	\$21,274.00	0.0	\$ -	967.0	\$21,274.00
18	SUBDRAIN, 6", PERFORATED	70	LF	\$25.00	\$1,750.00	70.0	\$1,750.00	0.0	\$ -	70.0	\$1,750.00
19	SUBDRAIN CLEANOUT, PVC, 4 INCH	14	EA	\$1,000.00	\$14,000.00	14.0	\$14,000.00	0.0	\$ -	14.0	\$14,000.00
20	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	2	EA	\$600.00	\$1,200.00	2.0	\$1,200.00	0.0	\$ -	2.0	\$1,200.00
21	RELOCATE WATER SERVICE, 2 INCH	1	EA	\$4,500.00	\$4,500.00	1.0	\$4,500.00	0.0	\$ -	1.0	\$4,500.00
22	INTAKE, SW-512	4	EA	\$2,800.00	\$11,200.00	4.0	\$11,200.00	0.0	\$ -	4.0	\$11,200.00
23	SPORT COURT RIBBON CURB	398	LF	\$12.00	\$4,776.00	398.0	\$4,776.00	0.0	\$ -	398.0	\$4,776.00
24	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$5,000.00	\$5,000.00	1.0	\$5,000.00	0.0	\$ -	1.0	\$5,000.00
25	REMOVAL OF TENNIS COURT	865	SY	\$10.00	\$8,650.00	865.0	\$8,650.00	0.0	\$ -	865.0	\$8,650.00
26	REMOVAL OF SIDEWALK	498	SY	\$10.00	\$4,980.00	498.0	\$4,980.00	0.0	\$ -	498.0	\$4,980.00
27	SIDEWALK, PCC, 5 INCH	1009	SY	\$65.00	\$65,585.00	1034.0	\$67,210.00	0.0	\$ -	1034.0	\$67,210.00
28	COURT PAVEMENT, PCC, 6 INCH, REINFORCED	978	SY	\$65.00	\$63,570.00	978.0	\$63,570.00	0.0	\$ -	978.0	\$63,570.00
29	FULL DEPTH PATCHES, PCC, M-4, 6 INCH	55	SY	\$150.00	\$8,250.00	55.0	\$8,250.00	0.0	\$ -	55.0	\$8,250.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Change Order: #3

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 2

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
30	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	1	AC	\$5,500.00	\$8,140.00	1.5	\$8,360.00	0.0	\$ -	1.5	\$8,360.00
31	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING WETLAND SEED MIX	0	AC	\$11,000.00	\$550.00	0.1	\$550.00	0.0	\$ -	0.1	\$550.00
32	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)	4	EA	\$110.00	\$440.00	4.0	\$440.00	0.0	\$ -	4.0	\$440.00
33	PLANTS WITH WARRANTY, PERENNIAL (1 GAL)	259	EA	\$33.00	\$8,547.00	259.0	\$8,547.00	0.0	\$ -	259.0	\$8,547.00
34	PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)	3	EA	\$550.00	\$1,650.00	3.0	\$1,650.00	0.0	\$ -	3.0	\$1,650.00
35	SWPPP PREPARATION	1	LS	\$1,650.00	\$1,650.00	1.0	\$1,650.00	0.0	\$ -	1.0	\$1,650.00
36	SWPPP MANAGEMENT	1	LS	\$4,620.00	\$4,620.00	1.0	\$4,620.00	0.0	\$ -	1.0	\$4,620.00
37	RIP RAP, CLASS E	276	TON	\$62.00	\$17,112.00	276.0	\$17,112.00	0.0	\$ -	276.0	\$17,112.00
38	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	2450	LF	\$2.20	\$5,390.00	2450.0	\$5,390.00	0.0	\$ -	2450.0	\$5,390.00
39	STABILIZED CONSTRUCTION ENTRANCE	224	SY	\$10.00	\$2,240.00	224.0	\$2,240.00	0.0	\$ -	224.0	\$2,240.00
40	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1	1	AC	\$5,500.00	\$5,500.00	1.0	\$5,500.00	0.0	\$ -	1.0	\$5,500.00
41	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2	1	AC	\$5,500.00	\$5,500.00	1.0	\$5,500.00	0.0	\$ -	1.0	\$5,500.00
42	CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT	455	LF	\$55.00	\$25,025.00	455.0	\$25,025.00	0.0	\$ -	455.0	\$25,025.00
43	COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT	96	LF	\$50.00	\$4,800.00	96.0	\$4,800.00	0.0	\$ -	96.0	\$4,800.00
44	SINGLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 4' WIDTH	2	EA	\$630.00	\$1,260.00	2.0	\$1,260.00	0.0	\$ -	2.0	\$1,260.00
45	DOUBLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 10' TOTAL WIDTH	1	EA	\$968.00	\$968.00	1.0	\$968.00	0.0	\$ -	1.0	\$968.00
46	REMOVAL OF FENCE	372	LF	\$9.00	\$3,348.00	372.0	\$3,348.00	0.0	\$ -	372.0	\$3,348.00
47	TEMPORARY FENCE, ORANGE PLASTIC	2600	LF	\$4.00	\$10,400.00	2600.0	\$10,400.00	0.0	\$ -	2600.0	\$10,400.00
48	CONSTRUCTION SURVEY	1	LS	\$8,250.00	\$8,250.00	1.0	\$8,250.00	0.0	\$ -	1.0	\$8,250.00
49	MOBILIZATION	1	LS	\$60,000.00	\$60,000.00	1.0	\$60,000.00	0.0	\$ -	1.0	\$60,000.00
50	CONCRETE WASHOUT	1	LS	\$2,500.00	\$2,500.00	1.0	\$2,500.00	0.0	\$ -	1.0	\$2,500.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001

Change Order: #3

Riverview Park Phase 1

Contract Quantities include quantities adjusted by Change Orders : 2

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
51	BACKED BENCH	5	EA	\$8,000.00	\$40,000.00	5.0	\$40,000.00	0.0	\$ -	5.0	\$40,000.00
52	POURED IN PLACE PLAYGROUND SURFACING	5300	SF	\$32.50	\$172,250.00	5300.0	\$172,250.00	0.0	\$ -	5300.0	\$172,250.00
53	ENGINEERED WOOD FIBER PLAYGROUND SURFACING	80	CY	\$33.00	\$2,640.00	80.0	\$2,640.00	0.0	\$ -	80.0	\$2,640.00
54	PEDESTRIAN BRIDGE ABUTMENTS	1	LS	\$97,000.00	\$97,000.00	1.0	\$97,000.00	0.0	\$ -	1.0	\$97,000.00
55	PREFABRICATED PEDESTRIAN BRIDGE	1	LS	\$122,000.00	\$122,000.00	1.0	\$122,000.00	0.0	\$ -	1.0	\$122,000.00
56	WEIR WALL	1	LS	\$41,000.00	\$41,000.00	1.0	\$41,000.00	0.0	\$ -	1.0	\$41,000.00
57	ACRYLIC COURT SURFACING	978	SY	\$40.00	\$39,120.00	978.0	\$39,120.00	0.0	\$ -	978.0	\$39,120.00
58	PICKLEBALL NET AND POST SYSTEM	4	EA	\$3,058.00	\$12,232.00	4.0	\$12,232.00	0.0	\$ -	4.0	\$12,232.00
59	VOLLEYBALL NET AND POST SYSTEM	2	EA	\$4,000.00	\$8,000.00	2.0	\$8,000.00	0.0	\$ -	2.0	\$8,000.00
60	ARTIFICIAL TURF SURFACING	2376	SF	\$21.00	\$49,896.00	2376.0	\$49,896.00	0.0	\$ -	2376.0	\$49,896.00
61	SPORT COURT LIGHTING	1	LS	\$49,500.00	\$49,500.00	1.0	\$49,500.00	0.0	\$ -	1.0	\$49,500.00
A1	CLEARING AND GRUBBING	1	LS	\$500.00	\$500.00	1.0	\$500.00	0.0	\$ -	1.0	\$500.00
A2	TOPSOIL, ON-SITE, 8 INCH	132	CY	\$25.00	\$3,300.00	132.0	\$3,300.00	0.0	\$ -	132.0	\$3,300.00
A3	EXCAVATION, CLASS 10	63	CY	\$20.00	\$1,260.00	63.0	\$1,260.00	0.0	\$ -	63.0	\$1,260.00
A4	SUBBASE, MODIFIED, 4 INCHES	126	SY	\$7.00	\$882.00	126.0	\$882.00	0.0	\$ -	126.0	\$882.00
A5	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$2,000.00	\$2,000.00	1.0	\$2,000.00	0.0	\$ -	1.0	\$2,000.00
A6	REMOVAL OF VOLLEYBALL COURT	267	SY	\$10.00	\$2,670.00	267.0	\$2,670.00	0.0	\$ -	267.0	\$2,670.00
A7	SIDEWALK, PCC, 5 INCH	84	SY	\$78.00	\$6,552.00	84.0	\$6,552.00	0.0	\$ -	84.0	\$6,552.00
A8	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	0	AC	\$5,500.00	\$1,375.00	0.3	\$1,375.00	0.0	\$ -	0.3	\$1,375.00
A9	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	225	LF	\$2.20	\$495.00	225.0	\$495.00	0.0	\$ -	225.0	\$495.00
A10	TEMPORARY FENCE, ORANGE PLASTIC	250	LF	\$4.00	\$1,000.00	250.0	\$1,000.00	0.0	\$ -	250.0	\$1,000.00
A11	MOBILIZATION - ALTERNATE A	1	LS	\$3,000.00	\$3,000.00	1.0	\$3,000.00	0.0	\$ -	1.0	\$3,000.00
A12	CONCRETE WASHOUT	1	LS	\$500.00	\$500.00	1.0	\$500.00	0.0	\$ -	1.0	\$500.00
A13	HORSHOE COURTS	2	EA	\$12,000.00	\$24,000.00	2.0	\$24,000.00	0.0	\$ -	2.0	\$24,000.00
CO2-1	EQUIPMENT RENTAL - LONG-REACH	0	WEEK	\$5,500.00	\$0.00	3.0	\$16,500.00	0.0	\$ -	3.0	\$16,500.00
CO2-2	DREDGING, HAULING, AND DISPOSING	0	HOURL	\$485.00	\$0.00	150.0	\$72,750.00	0.0	\$ -	150.0	\$72,750.00
CO2-3	LAGOON BANK RESTORATION	0	ACRE	\$6,500.00	\$0.00	1.0	\$6,500.00	0.0	\$ -	1.0	\$6,500.00
CO2-4	DUMP AREA RESTORATION	0	ACRE	\$6,500.00	\$0.00	1.5	\$9,750.00	0.0	\$ -	1.5	\$9,750.00
CO3-1	STORM SEWER, TRENCHED, HDPE, 8 INCH DUAL WALL	0	LF	\$45.00	\$0.00	0.0	\$0.00	39.0	\$ 1,755.00	39.0	\$1,755.00

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

PRK 23-001
Riverview Park Phase 1
Contract Quantities include quantities adjusted by Change Orders : 2

Change Order: #3

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
	TOTALS:				\$1,336,029.00		\$1,446,014.00		\$ (585.00)		\$1,445,429.00

**RESOLUTION ADOPTING SUPPLEMENTS S-11 TO THE CODE OF ORDINANCES
OF THE CITY OF MARSHALLTOWN, IOWA, THROUGH ORDINANCE 15094**

WHEREAS, on June, 10, 2019, the City Council, pursuant to Ordinance No. 14983, readopted the Code of Ordinances of the City of Marshalltown, Iowa, in its entirety; and

WHEREAS, since the Adoption of Ordinance 14983, the City Council of the City of Marshalltown, Iowa, has adopted certain ordinances amending the Code of Ordinances and said amendments have been printed as supplements to the Code of Ordinances; and

WHEREAS, Supplement 2019-S1, includes Ordinances through No. 14985; Supplement 2020-S2 includes Ordinances through No. 14995; Supplement 2020-S3 includes Ordinances through 14996; Supplement 2021-S4 includes Ordinances through 15020; Supplement 2022-S5 includes Ordinances through No. 15044; Supplement 2023-S6 includes Ordinances through No. 15057; Supplement 2023-S7 includes Ordinances through No. 15069; Supplement 2023-S8 includes Ordinances through No. 15078; Supplement 2024-S9 includes Ordinances through No. 15084; Supplement 2024-S10 includes Ordinances through No. 15087; Supplement 2024-S11 includes Ordinances through No. 15094; and

WHEREAS, Section 380.8 of the Code of Iowa provides that supplements, by resolution, become part of the Code of Ordinances.

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

Section 1. That Supplement No. S-11, dated October 14, 2024, of the Code of Ordinances filed in the Office of the City Clerk of the City of Marshalltown, Iowa is hereby adopted and becomes part of the Code of Ordinances of the City of Marshalltown, Iowa.

Passed this 13th day of January 2025, and signed this ____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING THE MARSHALLTOWN MUNICIPAL
AIRPORT FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed annual update of the Marshalltown Municipal Airport Five-Year Capital Improvement Program; and

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

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

Section 1. That the Five-Year Capital Improvement Program is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 13th day of January 2025, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor Greer and City Council
FROM: Heather Thomas, PE – Public Works Director
DATE: January 13, 2025
RE: Federal Airport Improvement Program (AIP) Preapplication FFY 26

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: S1 - The Marshalltown Municipal Airport is a feature that certain Developers interested in Marshalltown see as a positive of the community; S2 – Enhance the attractiveness of the entrances to the community (The airport serves as an entrance by plane); S3 – Plan and fund improvements to the City's infrastructure and buildings.

Recommendation: Approval of the city's 5-year FFY26 capital improvement plan (CIP) for use of federal and BIL funding at the airport. *(Please note the submittal is not all inclusive of improvement projects at the airport, only those that plan to leverage federal funds available to the airport).*

Budget Impact: All projects listed (and funded with these federal funds) traditionally require a minimum 10% match. FFY25/FFY26 is unique in that we are allowed to do a 95/5 split vs the traditional 90/10 split for required local match. The city recently went out for Engineering Selection for an Airport Consultant to guide the city through both development and planning projects and selected McClure Engineering for both. McClure Engineering is the one that alerted us to the opportunity to do a 95/5 split on FY. Now that we have an engineer on board, further scope investigation, planning, and funding work will 25/26 projects, which is contributing the us wanting to prioritize the design of runway reconstruction sooner so that it be completed in the coming year.

The preapplication instructions do indicate that the sponsor shall be committed to accomplishing the projects shown in the first two years of the CIP (FFY26 & FFY27). Please note, we've also included a "for reference version" that includes current year (FFY25) as we are recommending reprioritizing projects and delaying the previous Snow Removal Equipment. Based on the projects shown on the CIP, this would indicate city council's commitment towards a minimum of 5% of costs associated with the triggering event master plan (TEMP), design for reconstruction of Runway 13/31, and 10% costs associated with reconstruction of runway pavement.

With the current budget cycle, in FY25, City Council had allocated \$75,000 from Fund 030 towards CIP planning efforts (\$25k) and snow removal equipment (\$50k) and had a placeholder in FY26 totaling \$100k Fund 031 (\$20k related to a detention basin tile repair, \$30k for septic tank replacement, and \$50k for lining Orangeburg). We propose to reallocate FY25 \$75,000 so that \$10,000 goes towards the

CITY COUNCIL

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



TEMP in FY25 and \$51.5k be delayed to FY26 and go towards design engineering. That would free up \$13.5k in allocated Fund 030 money and also eliminate \$100k in FY26 requests.

Future budget impact /notes: If reconstruction was funded in FFY27, we could potentially submit grant application in April 2027 with bids later in 2027. Construction would not start until CY2028, which would likely result in funds not being spent after July 1, 2028 – which would be in the City's 2029 FY with some likely carrying over into City's 2030 FY. The intent is to go after over \$13.4M in discretionary and other grant funding to help fund 90% of the runway reconstruction project. If we are not awarded those for FFY27 project, FAA would push the project back a minimum of one year.

Description/Background: Every year in December, airports coordinate with Iowa DOT and FAA to talk through upcoming airport projects. The purpose of this is for state and federal airport coordinators to have an idea of projects coming down the pipeline. There are several funding sources that review needs/wants from airports to help understand and in some cases, allocate limited prospective funding to projects. A draft of this plan is due to FAA in November for comments. The City's draft CIP was submitted based on meetings held between the FAA, the City, and Marshalltown Aviation with design for the runway being the first priority project which was to be started in FFY25; however, during additional FAA review, the justifiable width/length of the runway was mentioned as a concern. Therefore, FAA determined we could not proceed with design until a Master Plan and Airport Layout Plan was updated. Through the process of engineering selection, the concept of a Triggering Event Master Plan (TEMP, which is not a full master plan) was introduced by McClure as a way to fast track the timeline needed to get design underway and allow the city to utilize the FFY26 95/5 split.

The AIP is then updated based upon on comments received back from the FAA prior to submittal of the Final Plan by the December 20th, 2024 deadline. Due to the two selection processes the city was in the midst of in December, FAA authorized the city to delay final submittal until Council approved the engineering selected. Development Engineer was to be selected at December 23rd council meeting; however, when it was rescheduled to the 20th, the city notified consultants on the 23rd; however, formal council approval would not be until January 13th city council meeting. Planning engineering qualifications were due to the City on December 20th and was planned to be announced at January 13th council meeting.

Marshalltown's Airport (MIW) has regular access (pending continued legislation) to the following two funds. The use of these funds is very restrictive to certain types of projects (drainage, lighting, apron construction/rehab, environmental studies, runway construction/rehab, snow removal equipment, taxiway construction/rehab, and weather observation stations). They cannot be used on operational expenses, addressing the sanitary sewer/wastewater treatment issues we are currently experiencing out at the airport, developing capital improvement planning, and many more improvements.

1. Nonprimary federal entitlement funds in the amount of \$150,000 per year
 - a. MIW has allocated these funds through FFY23 towards the most recent airport hangar/terminal project, currently in the process of being closed out.
 - b. FFY24 entitlement funds and beyond are currently projected to be used for the projects planned in FFY26.

CITY COUNCIL

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



2. Bipartisan Infrastructure Law (BIL) funds (FFY22 – FFY26)

- a. This one-time funding is anticipated to span 5 years (starting in FFY22). It's uses can be used on the same projects as entitlement funds in addition to hangars and terminals.
- b. FFY22 awards were announced and MIW received \$159,000. These funds expire September 30, 2025 and are designated to be part of FFY25 project for master planning efforts.
- c. FFY23 awards were announced on November 29th, 2022. MIW was awarded \$145,000.
- d. FFY24 awards were announced on November 16th, 2023. MIW was awarded \$144,000.
- e. FFY25 awards were announced on November 19th, 2024. MIW was awarded \$137,000.
- f. Estimates for FFY26 are not yet available. For planning purposes, we are showing \$130,000.
- g. We are currently planning on using BIL funds towards the TEMP and design engineering for runway reconstruction.

This FAA CIP Plan has some key difference in previous submittals. The next project previously proposed was snow removal equipment (SRE). One of the challenges we've had out at the airport is the Airport Manager, Marshalltown Aviation, who we also contract with to provide the labor for snow removal, reports inadequate equipment to remove snow and therefore; utilizes an end loader's bucket to try and scrape ice from the runway which is causing accelerated deterioration at the joints, as well has damage to the equipment. The city's approach was to replace the equipment prior to addressing the pavement so that we did not cause damage to the new or rehabilitated pavement. Due to the rate of deterioration of the pavement and in consultation with FAA, the pavement condition is getting to the point where it is now a higher priority than SRE.

In discussions with FAA, we were approved for SRE project in FFY25; however, are now going to swap that with a TEMP. The city recently went out for selection for an airport consultant that will aid us through that process; however, city staff have prepared the following estimate as a place holder until we get a consultant's assistance:

1. Runway 13/31 Reconstruction

Based on the Airport Pavement Management system, the PCI rating from the 2021 assessment for Runway 13/31 averaged 46 with sections ranging from 43 to 48. The predicted PCI values in 2024 average 39 and in 2026 average 36. A general rule of thumb is that anything below 40 PCI would result in reconstruction being the most cost effective.

Our current runway is asphalt; however, due to subsoil conditions and localized material / maintenance method availabilities, we are showing a PCC runway, for planning purposes. The selected airport consultant will further evaluate materials, typical sections, and method of rehab/replacement. The Iowa Airport Pavement Management System indicated a unit construction cost for PCC pavement in 2023 at \$18.44 / SF.

For budgetary purposes, city staff propose the following assumptions:

CITY COUNCIL

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



- 3.0 % Annual Inflation – 5 Years (2023 to 2028), resulting in \$21.38/SF for Runway Reconstruction
- ~17 % Construction Contingency on Runway Reconstruction
- Runway Lighting – McClure recommends a preliminary cost for runway lighting to be approximately \$600,000, which would include runway lights, in addition to taxiway connector lights, guidance signs, and miscellaneous items such as the wind code and home run circuit. Given the level of undefined construction elements, a higher contingency is recommended; therefore, the opinion with 25% contingency shall be \$750,000.
- 16% Design & Construction Engineering

Runway 13/31 includes 519,575 square feet of pavement. Therefore, the following is a construction cost estimate, prepared by City Staff:

Opinion of Probable Construction Cost w/ Contingency – Runway 13/31 Reconstruction, Construction Year 2028	\$ 13,000,000.00
Opinion of Probable Construction Cost w/ Contingency – Runway 13/31 Lighting	\$750,000.00
<i>Construction Sub Total</i>	<i>\$ 13,750,000.00</i>
Design & Construction Engineering (~16%)	\$ 2,200,000.00
PROJECT TOTAL	\$ 15,950,000.00

Below is an exhibit of Runway 13/31, in relation to the airport layout.



CITY COUNCIL

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



City staff and Marshalltown Aviation have discussed the following priority items, that are also shown in the CIP:

2. **Runway 18/36 Study (Included as part of Airport Master Plan)** – Given the low PCI ratings of a significant amount of pavement at the airport, city staff feel that a look at the pavement we do have and taking a step back to understand its purpose, value, and need to the Marshalltown community of our assets at the airport. In addition to our main runway (Runway 13/31), we also have a cross-wind runway (Runway 18/36), four taxiways, three hangar aprons, and two T-Hangar slabs. City staff feel that one piece of that analysis is an in-depth review of the cross-wind runway (Runway 18/36) that in 2021 had an average PCI of 51 over 140,356 square feet of pavement with a predicted 2026 average PCI of 39. In discussions about users of that runway, it is significantly less than Runway 13/31 and due to its length, has a limited capacity to accommodate a wide range of aircraft. With the PCI of the main runway and the timeline of that project, realistically, Runway 18/36 would require reconstruction by the time it was able to be addressed. City staff would like evaluated what impacts removal of Runway 18/36 would have to the airport.
3. **Airport Layout Plan Update** – An ALP Update would be required if Runway 18/36 were altered or removed. Additionally, the Iowa Aviation System Plan recommends an update to the ALP to occur every 10 years; our was last updated in 2010.
4. **Snow Removal Equipment** – Existing snow removal equipment utilized at the airport are end of life equipment pieces from the city's street division as hand me downs. The bucket/blades are causing damage to the pavement as a result of the poor joints in the runway. A different process is needed to prevent further damage to existing pavement and equipment, as well as new reconstructed Runway 13/31. In discussions with other airports on the best process they have found, many good things have been heard about a tractor with front PTO and broom. This allows the deep snow to be removed through conventional plowing methods – but instead of putting the blade down that could catch joints – it is left up ½ an inch or so and the broom follows to take care of the remaining amount. Based on conversations with other airports / consultants familiar with this setup, a budgetary number is \$450,000. Including a consulting fee of \$50,000 – we are showing \$500,000 in our CIP for this need.
5. **Pavement Rehabilitation – Taxiways** – This is a major need of the airport and is only shown past the 5-Year mark due to available funding. The joints are in need of significant work. Attempts to seal the joints have not been successful due to the size of the voids under the joint – the sealant isn't able to fill the void. Evaluation of use a backer rod or other material before joint sealant was reviewed, but not cost effective with the a much-needed rehabilitation project just a few years out.
6. **Pavement Rehabilitation – Runway 18/36** – This is a major need of the airport and is only shown as late in the CIP as it is due to available entitlement funding being utilized by the current hangar/terminal project. The joints are in need of significant work. Attempts to seal the joints have not been successful due to the size of the voids under the joint – the sealant isn't able to fill the void. Evaluation of use a backer rod or other material before joint sealant was reviewed, but not cost effective with the a much-needed rehabilitation project just a few years out.

CITY COUNCIL

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



This project is shown as a place holder until a planning study reviews this runway.

7. Several additional projects are shown as future projects in past CIPs and in the Proposed Airport Capital Plan provided by FAA – we have no changes to those projects shown. These include Rehabilitate Taxiway – Midfield Connector and 36 Connector; Extend Runway 13/31; Construct/expand fuel farm; Runway Lighting; Taxiway Lighting; and work on storage and 6-bay t-hangar.

i:\public works\airport\2024 federal aip application\memo - federal aip application fy26_r3.docx

CITY COUNCIL

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



FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Marshalltown Municipal, MIW, Marshalltown, Iowa

Prepared by: City of Marshalltown

Sponsor's E-mail: hthomas@marshalltown-ia.gov

Date Prepared: December 20, 2024

Sponsor's Signature: _____

Sponsor's Phone: 641-754-5734

Printed Name: Heather Thomas

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2025	FFY2025 Only Shown for Reference and not to be included in this Five-Year CIP (FFY26-FFY30) Triggering Event Master Plan (Phase 1) Total Cost Estimate = \$200,000 95/5 Split; utilize BIL BIL Funds: 2022 - \$159,000; 2023 - \$31,000	Federal: \$ BIL: \$ \$190,000.00 State: \$ Local: \$ \$10,000.00 Total: \$ \$200,000.00	
2026	Design Engineering - Runway 13/31 Pavement Reconstruction Total Cost Estimate = \$1,026,500 95/5 Split; utilize BIL & Sponsor AIP BIL Funds: 2023 - \$114,000; 2024 - \$144,000; 2025 - \$137,000; estimated 2026 - \$130,000 AIP: 2024 - \$150,000; 2025 - \$150,000; 2026 - \$150,000	Federal: \$ \$450,000.00 BIL: \$ \$525,000.00 State: \$ Local: \$ \$51,500.00 Total: \$ \$1,026,500.00	
2027	Runway 13/31 Pavement Reconstruction (inc Construction Phase Engineering) Total Cost Estimate = \$13,750,000	Federal: \$ \$13,431,150.00 BIL: \$ State: \$ Local: \$ \$1,492,350.00 Total: \$ \$14,923,500.00	
2028	Master Plan (Phase 2) & ALP Update Total Cost Estimate = \$175,000	Federal: \$ \$157,500.00 BIL: \$ State: \$ Local: \$ \$17,500.00 Total: \$ \$175,000.00	
2030	Snow Removal Equipment Total Cost Estimate = \$500,000	Federal: \$ \$450,000.00 BIL: \$ State: \$ Local: \$ \$50,000.00 Total: \$ \$500,000.00	

**FOR
REFERENCE
ONLY**

Airports included in the National Plan of Integrated Airports (NPIAS) are eligible to apply for federal Airport Improvement Program (AIP) funds. General aviation and small commercial service airports are required to submit preapplications for federal AIP funding through the Iowa Department of Transportation's Modal Transportation Bureau - Aviation, including projects funded with nonprimary entitlement funds.

All applications must include the following documents (forms are available on the Aviation website <https://iowadot.gov/aviation/airport-managers-and-sponsors/forms>):

- Federal Airport Improvement Pre-application (Sponsor Identification Sheet and Checklist, Form 291111) – Please consider utilizing the FAA [Airport External Portal](#) for updating your sponsor information.
- Capital Improvement Program (CIP) data sheet for each project desired in FFY 2026, FFY 2027, and FFY 2028.
- 5-year Capital Improvement Plan (CIP) (Form 291112) **Please include BIL and anticipated state funding project requests in your CIP if known.**
- Long Range Needs Assessment (Form 291113)
- A Completed NEPA determination (either Categorical Exclusion or date of Finding of No Significant Impact)

Additional application documents are required for these specific projects:

- **Snow plow equipment projects** – Contact Junior Lindsay or Joshua Peters for a current copy of the snow equipment sizing spreadsheet and include a copy of the completed spreadsheet. Also include an inventory of the existing equipment and calculations based on Chapters 4 & 5 of the Airport Winter Safety and Operations, Advisory Circular (AC) 150/5200-30D http://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5200-30D.pdf and the Airport Snow and Ice Control Equipment, AC 150/5220-20A http://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_150_5220-20A.pdf showing the minimum equipment needed, along with the CIP Data Sheet.
- **General aviation (GA) apron expansion** – Contact Junior Lindsay or Joshua Peters for a current copy of the Apron Sizing spreadsheet and include a copy of a completed spreadsheet with any apron expansion application.
- **Revenue-producing facilities** (fuel facilities including self-serve pumps and hangars) – **Only nonprimary entitlement and/or BIL funding can be used.** Submit: (1) justification of existing need for the project, including a waiting list if requesting a new hangar; (2) a statement that airside development needs are met or a financial plan to fund airside needs over the next 3 years (**not eligible for discretionary funding**), and; (3) evidence that runway approach surfaces are clear from obstructions (the FAA 5010 form must show at least 20:1 clear approach.)
- **Runway reconstruction** – Submit an engineering report showing the need for the reconstruction as part of the CIP justification.

First Due Date: November 18, 2024 – Email Draft 5-year CIP to:
Junior.E.Lindsay@faa.gov and Joshua.W.Peters@faa.gov for comment

Final Due Date: December 20, 2024 – Email signed application to
shane.wright@iowadot.us

See page 2 for additional project information and links to additional information on the AIP program.

For additional information and to submit applications to Shane Wright, C.M., Program Manager, Iowa DOT,
Modal Transportation Bureau - Aviation 800 Lincoln Way, Ames, Iowa 50010
515-239-1048, shane.wright@iowadot.us www.iowadot.gov/aviation

Federal Airport Improvement Program (AIP)

Preapplication Instructions

Federal Fiscal Year 2026

To be considered for federal AIP funds for FFY 2026, the following requirements must be met:

1. The proposed project must be shown on a current Airport Layout Plan (ALP) that has been approved by the FAA.
2. The project must be reasonable, justified, necessary and eligible for federal participation. **Provide necessary justification with the application.** Each major work item must be on a separate CIP data sheet **signed by the sponsor and dated.** The CIP data sheet should include adequate justification and detailed cost estimate. <http://www.faa.gov/airports/central/aip/cip/>
3. The FAA must have made an environmental determination on the proposed project.
4. In order for a land acquisition reimbursement project to be considered for funding, the land must be acquired or a purchase agreement must already be negotiated.
5. The sponsor must have the necessary 5%(FY25 and FY26 only) or 10% matching share available. The FAA considers the first two years of the CIP as work the sponsor is committed to accomplishing should funding become available. To assure that the limited AIP funds are used during the fiscal year obligated, the FAA has adopted the policy that actual grants must be based upon bids and submitted by April 1 of the year programmed.
6. The sponsor must be willing to sign the grant assurances required for airport funding. https://www.faa.gov/airports/aip/grant_assurances
7. Airports with a pavement replacement or new pavement AIP project approved after January 1, 1995, must implement a pavement maintenance program to ensure the pavement is properly maintained at the airport. Pavement maintenance programs should be submitted to Dan Wilson, P.E, FAA Airports Division, ACE-630, 901 Locust, Kansas City, MO 64106-2325

Eligible Projects	Ineligible Projects
Aircraft hangars (NPE or BIL only, includes renovation)	Terminal rehabilitation/maintenance
Airfield drainage	Development that exceeds FAA Standards
Airfield lighting	Development for exclusive use
Airfield signage	Improvements for commercial enterprises
Apron construction/rehabilitation	Industrial park development
Environmental studies	Landscaping
Fuel farms, new and documented capacity enhancement (NPE or BIL only, includes self service pumps)	Fuel farm repairs or replacement
General aviation terminal buildings (NPE or BIL only - limited eligibility)	Marketing plans
Land acquisition	Office equipment
Certain Navaids (e.g. REILs, PAPIs)	Training
Planning studies	Airport operational costs
Runway construction/rehabilitation	Replacement perimeter fencing
Safety area improvements	
Snow removal equipment	Maintenance equipment and vehicles (mowers)
Snow removal equipment storage	Artwork
Taxiway construction/rehabilitation	
Weather observation stations	
Wildlife fencing (requires wildlife hazard assessment)	Security fences and access control (unless required by FAR 1542)

Additional Information on the Federal AIP program can be found at the following websites:

FAA Central Region http://www.faa.gov/airports/central/aip/sponsor_guide/ or

Iowa DOT Aviation <https://iowadot.gov/aviation/airport-managers-and-sponsors/Federal-Funding/federal-funding-programs>.

For additional information and to submit application: Shane Wright, C.M., Program Manager, Iowa DOT, Aviation, 800 Lincoln Way, Ames, Iowa 50010515-239-1048, shane.wright@iowadot.us
www.iowadot.gov/aviation

**FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP)
PREAPPLICATION CHECKLIST**

Please attach the following documents with your application.

- ☐ Sponsor Identification Sheet for the Airport **N/A - No Changes From Previous Year**
- ☒ Capital Improvement Program (CIP) Data Sheet (one for each project listed in the first three years of the CIP) and detailed cost estimate for each data sheet **Refer to Attached Memo for Additional Information on Cost Estimates**
- ☒ Five-Year CIP
- ☒ Long-Range Needs Assessment
- ☐ Verification of an updated airport layout plan (ALP) (when applying for new construction of buildings or airfield expansion) **N/A**
- ☒ Verification of completed environmental processing in accordance with National Environmental Policy Act of 1969
- ☐ Verification of completed land acquisition or signed purchase agreement **N/A**
- ☐ Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
- ☒ If requesting federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 and 5 of the Airport Winter Safety and Operations Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment AC 150/5220-20 showing the minimum equipment needed, along with the Airport Capital Improvement Plan (ACIP) Data Sheet, include a copy of a completed Federal Aviation Administration's snow removal equipment spreadsheet. **To Be Verified in TEMP**
- ☐ If requesting federal assistance for general aviation apron expansion, include a copy of a completed FAA apron design spreadsheet.
- ☐ If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification. **Refer to Data Sheet; Engineering Report to be completed to determine the proper method of rehab/reconstruction.**
- ☐ For revenue-producing facilities (i.e., fueling facilities and hangars), please submit:
 - 1) A statement that airside development needs are met or include a financial plan to fund airside needs over the next three years.
 - 2) A statement that runway approach surfaces are clear of obstructions (the FAA Airport 5010 should show at least a 20:1 clear approach).
 - 3) Justification for the project.
- ☒ System for Award Management (SAM) registration is up to date (www.sam.gov)

Please e-mail this form with supporting documents identified in the checklist to shane.wright@iowadot.us.

Attn.: Program Manager
Aviation Bureau
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

E-mail: shane.wright@iowadot.us
FAX: 515-233-7983
Phone: 515-239-1048

AIRPORT SPONSOR IDENTIFICATION SHEET

***** PLEASE ONLY SUBMIT IT YOU HAVE CHANGES FROM PREVIOUS YEAR. *****

Airport Name: _____

Airport ponsor(s) Name: _____

Contact Person: _____

Title: _____

Email Address: _____

Physical Mailing Address: _____

P.O. Box (if applicable): _____

City: _____

State: _____

ZIP Code: _____

Phone: _____

U.S. Congressional District Number: _____

Tax Identification Number: _____

Dun and Bradstreet Number (DUNS): _____

You **must** have a current System for Award Management (SAM) registration to receive a grant.
Register at: <https://www.sam.gov>.

Please email (PDF) your completed preapplication, Capital Improvement Program (CIP), long-range needs assessment, signed CIP data sheets, and all supporting documents to your state agency and Federal Aviation Administration planner at Junior.E.Lindsay@faa.gov or Joshua.W.Peters@faa.gov.

**NA - NO
changes**



**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**
Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Marshalltown Municipal Airport, MIW, Marshalltown, Iowa

Prepared By: City of Marshalltown (assisted by McClure)

Sponsor Email: hthomas@marshalltown-ia.gov

Date Prepared: January 2025

Sponsor Signature:

Sponsor Phone: 641-750-5929

Printed Name: Heather Thomas, P.E.

FY	Detailed Project/Scope Description	Funding Source		Total Estimated Cost
2026	Reconstruct Runway 13/31 Pavement (Design Only)	Federal:	\$	\$450,000
		BIL:	\$	\$525,000
		State:	\$	\$0
		Local:	\$	\$51,500
		Total:	\$	\$1,026,500
2027	Reconstruct Runway 13/31 Pavement (Construction Only)	Federal:	\$	\$13,431,150
		BIL:	\$	\$0
		State:	\$	\$0
		Local:	\$	\$1,492,350
		Total:	\$	\$14,923,500
2028	Update Airport Master Plan (Phase 2) and Airport Layout Plan	Federal:	\$	\$157,500
		BIL:	\$	\$0
		State:	\$	\$0
		Local:	\$	\$17,500
		Total:	\$	\$175,000
2030	Acquire SRE Equipment	Federal:	\$	\$450,000
		BIL:	\$	\$0
		State:	\$	\$0
		Local:	\$	\$50,000
		Total:	\$	\$500,000
		Federal:	\$	
		BIL:	\$	
		State:	\$	
		Local:	\$	
		Total:	\$	

FEDERAL AVIATION ADMINISTRATION

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Marshalltown Municipal Airport, MIW, Marshalltown, Iowa		
AIP Project Type:	Reconstruct Runway 13/31 Pavement (Design Only)		
Local Priority:	1	Fed. Share (AIP):	\$450,000
FFY Requested:	2026	Fed. Share (BIL-AIG):	\$525,000
NEPA Determination:	CE# 5-6.4 Order 1050.1F	State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$51,500
		Total Project Cost:	\$1,026,500

Justification:

Runway 13/31 last had major rehabilitation in 2005 according to the Iowa DOT's Airport Pavement Management System. Per the 2021 Pavement Management Report, the PCI for Runway 13/31 ranges from 45 to 48. Since then, pavement maintenance such as crack/joint seal has taken place in 2011. It is necessary to reconstruct the existing 5,000 ft of Runway 13/31 to handle the airport's increased aircraft loads. A Preliminary Engineering study will be completed to determine the proper method of rehabilitation or reconstruction. Design and bidding shall take place in FY26 with construction taking place in FY27.



SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Heather Thomas, P.E.	Title:	Public Works Director
Phone Number:	641-750-5929	Email:	hthomas@marshalltown-ia.gov

FEDERAL AVIATION ADMINISTRATION

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

CIP DATA SHEET

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Marshalltown Municipal Airport, MIW, Marshalltown, Iowa		
AIP Project Type:	Reconstruct Runway 13/31 Pavement (Construction Only)		
Local Priority:	2	Fed. Share (AIP):	\$13,431,150
FFY Requested:	2027	Fed. Share (BIL-AIG):	
NEPA Determination:	Anticipated Fall 2026	State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$1,492,350
		Total Project Cost:	\$14,923,500

Justification:

Runway 13/31 last had major rehabilitation in 2005 according to the Iowa DOT's Airport Pavement Management System. Per the 2021 Pavement Management Report, the PCI for Runway 13/36 ranges from 45 to 48. Since then, pavement maintenance such as crack/joint seal has taken place in 2011. It is necessary to reconstruct the existing 5,000 ft of Runway 13/36 to handle the airport's increased aircraft loads. A Preliminary Engineering study will be completed to determine the proper method of rehabilitation or reconstruction. Design and bidding shall take place in FY26 with construction taking place in FY27.



Construction Cost Estimate

Runway 13/31 Reconstruction	\$	13,000,000.00
Runway 13/31 Lighting	\$	750,000.00
Engineering Construction Services	\$	1,100,000.00
QA Testing, Flight Check, Misc	\$	73,500.00
Estimated Total Construction Cost	\$	14,923,500.00

SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Heather Thomas, P.E.	Title:	Public Works Director
Phone Number:	641-750-5929	Email:	hthomas@marshalltown-ia.gov

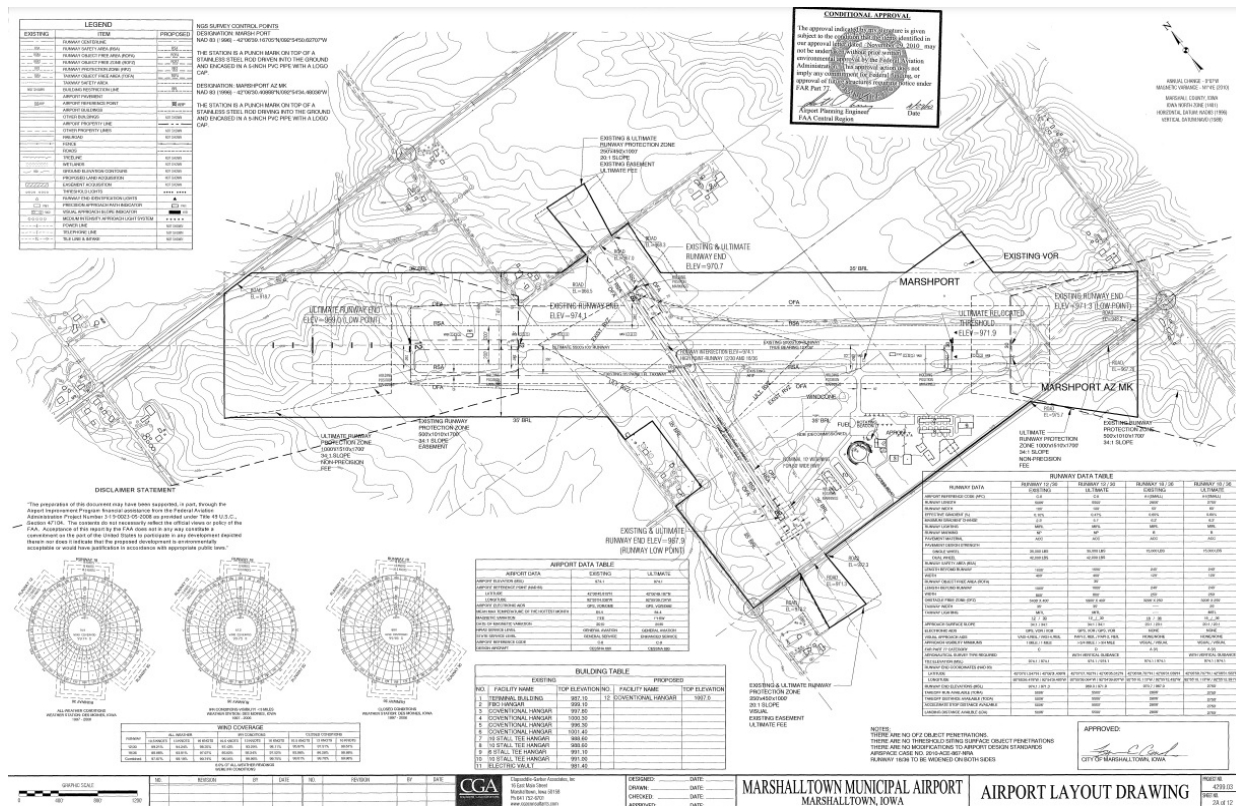
CIP DATA SHEET

CAPITAL IMPROVEMENT PROGRAM (CIP) AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Marshalltown Municipal Airport, MIW, Marshalltown, Iowa		
AIP Project Type:	Update Airport Master Plan (Phase 2) and Airport Layout Plan		
Local Priority:	3	Fed. Share (AIP):	\$157,500
FFY Requested:	2028	Fed. Share (BIL-AIG):	
NEPA Determination:	CE# 5-6.4 Order 1050.1F	State Share:	
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$17,500
		Total Project Cost:	\$175,000

Justification:

The current approved Airport Layout Plan was completed in 2010. The Iowa Aviation System Plan recommends an update to the ALP to occur every 10 years. The plan should be reviewed and revised to accommodate current and future aeronautical demand. The airport proposes to complete an AGIS and aeronautical obstruction survey/air space analysis in conjunction with the update.



SPONSOR SIGNATURE BLOCK

Signature:		Date:	
Printed Name:	Heather Thomas, P.E.	Title:	Public Works Director
Phone Number:	641-750-5929	Email:	hthomas@marshalltown-ia.gov

Snow Removal Equipment Calculations

Enter Data in Highlighted Fields

Airport Name: **Marshalltown Municipal Airport**
Location: **Marshalltown, Iowa**
Average Annual Snow Fall: **31**
Select Type of Airport: **General Aviation**
Select Annual Operations: **6000 - 10,000**

Users requiring assistance or reasonable accommodation may contact the FAA Central Region Airports Division at 816-329-2600.

When using this calculation aid, you must still refer to the current version of AC 150/5220-20, Airport Snow and Ice Control Equipment, and AC 150/5200-30, Airport Winter Safety and Operations for specific guidance.

Clearance Time **4** hours

Critical Priority 1 Snow Removal Areas¹ (Submit map/drawing that illustrates Priority 1 area):

	Length (ft)		Width (ft)		Sq. Ft.
Primary Runway	5,000	X	100	=	500,000
Primary Taxiway	5,500	X	35	=	192,500
High Speed Turnoffs		X		=	0
Connecting Taxiway(s)	1,800	X	35	=	63,000
Terminal/GA Apron ² (enter 50% of apron or less)	375	X	250	=	93,750
Cargo Apron ² (enter 50% of apron or less)		X		=	0
ARFF Access/Emergency Roads		X		=	0
NAVAID (Instrument Rwy)		X		=	0
Other		X		=	0
Total					849,250

Snow Depth³ (in) **1** Snow Density³ (lbs/cu ft) **25** **884** tons

AIP ELIGIBILITY (Refer to the current version of FAA Order 5100.38)

AIRPORTS NOT CERTIFICATED UNDER 14 CFR PART 139:

Only one snow removal carrier vehicle is AIP eligible unless the ADO concurs that the airport is large enough, busy enough, and/or has significant snowfall to warrant an additional vehicle.

AIRPORTS CERTIFICATED UNDER 14 CFR PART 139:

Must meet the requirements in Table M-1(d) in Appendix M.

HIGH-SPEED ROTARY PLOW

Rotary Plow Efficiency Percent **70** ← 70% is standard.
Minimum Rotary Plow Snow Removal Rate (tons/hr) **315**
Select Plow Class **Class 1 (up to 600 tons/hr, 50' casting distance)** ← Selection should approximately match the minimum tons/hr removal rate. A selection that is excessive is not justified. Refer to Section 2-4 in AC 150/5220-20.

DISPLACEMENT PLOW

Operating Speed (mph) **20** ← 25mph is typical operating speed. Smaller airports will typically use lower speed.
Plow Efficiency Percent **70** ← 70% is standard.
Plow Cutting Angle **30** ← 35 degrees is typical for removal operations.
Total Effective Blade Length (ft) Required **3**
Total Actual Blade Length (ft) Required **6** ← Blade length per unit is calculated below

COMMERCIAL SERVICE

Recommended for Priority 1 Area

	Max Quantity	Size
High-Speed Rotary Plow		Tons/Hr.
Displacement Plow		Blade Ft. (Up to 2 times the # of snow blowers equaling capacity of max rotary plow)
Towed/Self-Propelled Broom (w/air blast)	←	(1 towed/self-propelled broom per 750,000 sq. ft. of pavement)
Solid Material Spreader	←	(1 Solid Material Spreader per 750,000 sq. ft. of pavement)
Front End Loader	←	(1 Front End Loader per 500,000 sq. ft. of critical apron space)

NON-COMMERCIAL SERVICE

Minimum Recommended Items

	>10,000 ops	≤10,000 ops	Size	
High-Speed Rotary Plow		1	315	Tons/Hr.
Displacement Plow		2	6	Blade Ft.

NOTES:

¹For commercial service airports, the Priority 1 areas should be identified in the airport's Snow and Ice Control Plan.

²Critical apron areas are assumed as 50%.

³Airports should have sufficient equipment to clear Priority 1 areas with 1 inch of snow weighing 25 lbs/cu ft within the recommended clearance time.

Snow Removal Equipment Inventory

[illegible]

**LONG-RANGE NEEDS ASSESSMENT
YEARS SIX TO 20**
Attach additional sheets if necessary.

Airport name MIW

Estimated FY	Description of project	Funding source	Total estimated cost
	Pavement Rehabilitation and Lighting - Taxiways	Federal \$ BIL \$ State \$ Local \$ Total \$	\$0.00
	Fuel System Improvements - Construct/Expand	Federal \$ BIL \$ State \$ Local \$ Total \$	\$0.00
	Runway 18/36 Rehabilitation and Lighting	Federal \$ BIL \$ State \$ Local \$ Total \$	\$0.00
	Storage & 6-Bay T Hangar	Federal \$ BIL \$ State \$ Local \$ Total \$	\$0.00
	Extend Runway 13/31	Federal \$ BIL \$ State \$ Local \$ Total \$	\$0.00

**RESOLUTION SELECTING ENGINEER & AUTHORIZING A MASTER SERVICES
AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND MCCLURE
ENGINEERING CO FOR AIRPORT DEVELOPMENT & ENGINEERING SERVICES
FOR THE MARSHALLTOWN MUNICIPAL AIRPORT**

WHEREAS, the City of Marshalltown solicited Statement of Qualifications from consultants for Airport Development Projects for a five-year on-call contract in accordance with FAA Advisory Circular 150/5100-14E; and

WHEREAS, a selection committee reviewed qualifications received from three consultants and reviewed based upon the selection criteria as identified in the Notice; and

WHEREAS, the selection committee recommends utilizing McClure Engineering Co for consultant needs related to Airport Development (Engineering) Projects.

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

Section 1. The City Council select McClure Engineering Co for on-call services related to Airport Development Projects.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute any and all documents required to effectuate this Resolution.

Passed this 13th day of January 2025, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Heather Thomas, Public Works Director
DATE: January 13, 2025
RE: Engineer Selection - Airport

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; Enhance the attractiveness of the entrances to the community

Recommendation: Approve Selecting & Master Services Agreement for McClure Engineering

Budget Impact: None.

Description/Background: The City requested Statement of Qualifications from interested consultants, based on the attached notice, to provide for Airport Development (Engineering) Services. The city received interest from three consultants. The selection committee reviewed and scored their Statements as follows:

1. McClure = 350 pts
2. Bolton & Menk = 342 pts
3. Kirkham Michael = 296 pts

This would be for a five-year on-call contract (Master Services Agreement) with projects to be approved in future task orders that would come before city council prior to approval.

CITY COUNCIL

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



NOTICE TO AIRPORT CONSULTANTS

The City of Marshalltown (Sponsor) is hereby soliciting Statement of Qualifications from consultants for airport development projects that are anticipated to occur within the next five Federal fiscal years (2025 to 2029) at the Marshalltown Municipal Airport (MIW) located in Marshalltown, Iowa. The proposed projects are subject to availability of local funds and receipt of Federal and/or State funding and may include the following:

Proposed Federal/State Projects

1. Reconstruct Runway 13/31. During the most recent 5-Year submittal, this project was shown as a rehabilitation project with a total project cost of \$5,460,000 in FFY 2027. Discussions have been underway about this runway needing reconstruction, so while not listed on our most recent 5-Year CIP submittal, it is shown here. No cost estimate has been prepared for reconstruction. The 2022 PCI ranged from 45 to 48. We are currently leaning towards a FFY 2025 project for design-only for reconstructing Runway 13/31. The earliest FFY for construction would be FFY 2027.
2. Rehabilitate Runway 18/36. During the most recent 5-Year submittal, this project was shown as a total project cost of \$1,820,000 in FFY 2026 for this cross-wind runway. The 2022 PCI ranged from 45 to 54. Discussions have been underway about re-evaluating past CIP plans and giving more priority to Runway 13/31. It is not currently anticipated to be a FFY 2026 project. This project will likely be delayed and may require a review of cost/benefit, which would be completed under a separate airport planning consultant selection process.
3. Rehabilitate Taxiways. During the most recent 5-Year submittal, this project was shown as a total project cost of \$2,660,000 in FFY 2026. These include the parallel taxiway for Runway 13/31, connecting taxiway for Runway 13/31, and t-hangar taxi lane. The 2022 PCI ranged from 44 to 73 for taxiways with the t-hangar taxi lane at 24. Discussions have been underway about re-evaluating past CIP plans and giving more priority to Runway 13/31, which may delay taxiway rehabilitation.
4. Runway 13/31 and Associated Taxiways Edge Lighting. While shown most recently in the 6-20 year long range assessment, depending on the rehabilitation or reconstruction of Runway 13/31, it may fall within five year efforts – no cost estimates have been prepared.
5. Snow Removal Equipment. The estimated cost is \$500,000. This was most recently intended to be a FFY 2025 project. The general scope is to assist the city in evaluating and bidding of snow removal equipment for use at MIW. Currently, the city is leaning towards a tractor with front PTO and broom. Due to pavement condition, this will be delayed until after runway work; however, still possible within the five-year period.
6. Pavement Maintenance Projects – While not shown in our 5-Year CIP outside of full rehabilitation projects, there is potential for crack sealing, joint sealing, or minor patching that may become a project in the next five years on Runways and Taxiways.

These projects have been developed from the Sponsor's Airport Capital Improvement Plan (CIP). The most recent CIP was done with city staff; however, utilized past CIPs prepared by Clappsaddle-Garber Associates or informal consultation with employees of Bolton & Menk, Inc. A copy of each project Data Sheet will be made available upon request. The services to be provided for these projects may include, but are not limited to preliminary design, final design, bidding, construction observation, project closeout, and incidental special services such as geotechnical/subsurface investigations and topographic surveying.

Federal Provisions for Solicitations

Civil Rights Title VI (49 USC § 47123 and FAA Order 1400.11). The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all consultants that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this notice/solicitation/invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The following seven Federal provisions are incorporated into this Notice by reference:

- Buy American Preference (Title 49 USC § 50101)
- Davis-Bacon Requirements (2 CFR § 200, Appendix II(D); and 29 CFR Part 5)
- Debarment and Suspension (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, and DOT Order 4200.5)
- Disadvantaged Business Enterprise (49 CFR Part 26)
- Foreign Trade Restriction (49 USC § 50104 and 49 CFR Part 30)
- Lobbying and Influencing Federal Employees (31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(J); and 49 CFR Part 20, Appendix A)
- Procurement of Recovered Materials (2 CFR § 200.322, 40 CFR Part 247, Solid Waste Disposal Act)

Selection Criteria

In selecting a consultant, the Sponsor is using a qualifications-based selection process conforming to FAA Advisory Circular 150/5100-14E *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. As such, fee information will not be considered in the selection process and shall not be submitted with the Statement. Fees will be negotiated for projects as federal funds become available. The agreement(s) between the Sponsor and the selected consultant will be subject to Federal Contract Provisions for A/E Agreements.

The Sponsor intends to select the most qualified firm directly from submittals but reserves the option to short list up to four (4) of the highest rated firms and perform phone, informal, and/or formal interviews. Consultants will be rated by a selection committee according to the following selection criteria and the weight given to each:

1. Prime firm and subconsultants:
 - a. Capability to perform all aspects of the projects via the qualifications (10%)
 - b. Staffing capacity levels and depth for personnel primarily specializing in airport work (10%)
2. Available key personnel's:
 - a. Recent and relevant experience with comparable projects at similarly-sized airports (10%)
 - b. Geographic location (10%)
 - c. Knowledge of FAA regulations, policies, and procedures (10%)
 - d. Recent and relevant experience assisting Sponsor's obtain and maximize state, federal, or other funding opportunities (10%)
3. Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns (10%)
4. Capability in (and history of) meeting schedule or deadlines, highlighting their ability/approach to timely complete a FFY 2025 project of design for Reconstruction of Runway 13/31 (15%)
5. Understanding of the project's potential challenges and Sponsor's concerns (15%)

Submittal Requirements

Statements must be concise and contain no more than twenty (20) pages of material (10 sheets of paper, double sided). This excludes the front and back covers, the two-page cover letter (1 sheet of paper, double sided), table of contents, section dividers, and resumes.

Consultants shall submit a PDF of their Statement with the subject line “Airport Statement of Qualifications” and request delivery/read receipts to confirm receipt. Statements are due by ***Thursday, December 5, 2024 @ 3:00 PM*** to the following person:

Heather Thomas, City of Marshalltown Public Works Director
hthomas@marshalltown-ia.gov

Additionally, six (6) hard copies of their Statement shall be submitted within three (3) business days in a package marked “Airport Statement of Qualifications” in the lower left-hand corner and the sender’s name and address in the upper left-hand corner. Statement package shall be addressed as follows:

Heather Thomas
City of Marshalltown - Public Works
24 N Center St.
Marshalltown, Iowa 50158

Statements received after the deadline will not be considered. The Sponsor reserves the right to reject any and/or all Statements. Statements, once submitted, become property of the Sponsor.

Inquiries

All questions must be submitted via email to hthomas@marshalltown-ia.gov by 3:00 PM on Thursday, November 21, 2024. Answers will be sent via reply email no later than 5:00 PM on Wednesday, November 27, 2024. For more information, please contact Heather Thomas at (641)754-5734 or by email: hthomas@marshalltown-ia.gov.

-- END OF NOTICE --

SUPPLEMENT FOR MIW NOTICE TO AIRPORT DEVELOPMENT CONSULTANTS

After issuing the Notice to Airport Development Consultants, the City of Marshalltown (Sponsor) received feedback from FAA regarding the city's submitted draft five-year airport capital improvement program (CIP) which indicated the intent to proceed in FFY 2025 with a design only engineering contract for pavement reconstruction of runway 13/31.

Feedback from FAA indicated, *"After reviewing the latest traffic flow data for Marshalltown. Unfortunately, based on the current operations, we are unable to justify reconstructing Runway 13/31 to the proposed dimensions of 100 feet wide and 5,007 feet long. To clarify, runway width is determined by the aircraft approach category (AAC) and airplane design group (ADG). A 100-foot-wide runway typically requires at least 500 operations per year by Category C and D aircraft. However, Marshalltown currently only has 56 operations over the past 22 months. This data comes from the Traffic Management System Counts. This significantly falls short of the threshold needed to support the 100-foot width. Additionally, the runway length will need to undergo further analysis to determine your critical aircraft and runway length that can be justified at the time of reconstruction."*

For those reasons, the timing initially indicated in the Notice's Proposed Projects, will be adjusted to accommodate an airport master plan and airport layout plan update as the first step that will help provide additional guidance prior to design of Runway's 13/31 reconstruction. Please note, a separate Notice for Airport Planning Consultants will be issued.

The proposed projects listed within the notice remain the city's priorities.

One of the selection criteria will be modified as shown below:

Previously: Capability in (and history of) meeting schedule or deadlines, highlighting their ability/approach to timely complete a FFY 2025 project of design for Reconstruction of Runway 13/31 (15%)

New Criteria: Capability in (and history of) meeting schedule or deadlines, highlighting their ability/approach to timely complete projects, such as Snow Removal Equipment projects and design of Runway Reconstruction and Lighting projects (15%)

There is no change in the Submittal Requirements

Consultants shall submit a PDF of their Statement with the subject line "Airport Statement of Qualifications" and request delivery/read receipts to confirm receipt. Statements are due by **Thursday, December 5, 2024 @ 3:00 PM** to the following person:

Heather Thomas, City of Marshalltown Public Works Director
hthomas@marshalltown-ia.gov

Additionally, six (6) hard copies of their Statement shall be submitted within three (3) business days in a package marked "Airport Statement of Qualifications" in the lower left-hand corner and the sender's name and address in the upper left-hand corner. Statement package shall be addressed as follows:

Heather Thomas
City of Marshalltown - Public Works
24 N Center St.
Marshalltown, Iowa 50158

-- END OF SUPPLEMENT --

**MASTER AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
CONSULTING ENGINEERING SERVICES**

THIS IS A MASTER AGREEMENT made as of the 13th day of January, **2025** between the City of Marshalltown, Iowa, (hereinafter referred to as “**OWNER**”), and McClure Engineering Co., d/b/a McClure, Clive, Iowa (hereinafter referred to as “**CONSULTANT**”), to provide “*On-Call*” General Civil Engineering Services for the City of Marshalltown, Iowa, at the request and approval of the **OWNER**, for a term of five (5) years, from the date and year first above written.

This Agreement is subject to the terms and conditions attached to this document and the following:

1. **OWNER** intends to engage **CONSULTANT** to be the “*Acting*” Airport **CONSULTANT** to represent their interest in maintaining and developing the Airport. **CONSULTANT** shall provide various services for the **CONSULTANT** that require general Airport Engineering / Administration duties and specific project management duties.
2. Both parties understand all of the *scope of services and duties* cannot be foreseen at this time. Both parties agree to negotiate in good faith for both the scope and fee as duties arise to help both parties receive fair value for the services provided.
3. **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the **CONSULTANT** and the payment for those services by **OWNER** as set forth below.
4. The **OWNER** shall provide information, which shall set forth the **OWNER’s** objectives, schedule, constraints, budget with reasonable contingencies, and other applicable criteria. (See Exhibit ‘D’ for **Owner’s Additional Responsibilities to McClure**).
5. The **CONSULTANT** shall review the **OWNER’s** program and prepare documents for the **OWNER’s** approval and provide the following services, including:

ITEM	INCLUDED	NOT INCLUDED
A. <u>Review Current Available Information</u> - Airport Layout Plan - Airport Master Plan - Capital Improvement Projects (CIP)	☒ ☒ ☒	☐ ☐ ☐
B. <u>Capital Improvement Planning/Budgeting</u> - Review Current Funding - Develop Five-Year CIP - Develop LRNA - Prepare FAA/IDOT Funding Application(s)	☒ ☒ ☒ ☒	☐ ☐ ☐ ☐
C. <u>Project Planning and Scheduling</u> - Assist in Project Development - Prepare Preliminary Alternate Design Approaches - Prepare Preliminary Project Budget(s) - Prepare Preliminary Project Schedule(s) - Present Project to Public Works/City Administration/Council/County as requested	☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐
D. <u>Airport Representation</u> - Attend Airport related meetings as requested - Attend City Council/County meetings as requested - Provide other day-to-day On-Call Engineering Services	☒ ☒ ☒	☐ ☐ ☐

6. Payment to the **CONSULTANT** shall be made on a timely basis, within 30-days of invoice for work completed to date.
7. This Agreement represents the entire and integrated Agreement between the **OWNER** and **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
8. The services provided by the **CONSULTANT** shall include, but not be limited to the projects and services outlined in Exhibit C-1 and Exhibit C-2.

	Included	Not Included
Exhibit 'A' Master Services Agreement Terms and Conditions and Task Order	☒	☐
Exhibit 'B' Hourly Rate Schedule	☐	☒
Exhibit 'C-1' Federal and State Eligible Projects	☒	☐
Exhibit 'C-2' Non-Federal and State Eligible Projects	☒	☐
Exhibit 'D' Owner's Additional Responsibilities to McClure	☒	☐
Exhibit 'E' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☒
Exhibit 'F' Federal Provisions	☒	☐

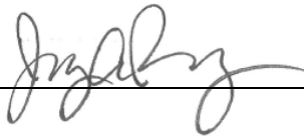
SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date and year first above written.

OWNER: City of Marshalltown
Marshalltown, Iowa

CONSULTANT: McClure
Clive, Iowa

By: _____

By:  _____

Name: _____

Name: Jay Pudenz

Title: _____

Title: Project Manager

Date: _____

Date: January 13 ,2025

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

This Master Services Agreement (this “**MSA**”) is dated January 13th, 2025 (“**Effective Date**”), and is between McClure Engineering Co., d/b/a McClure, an Iowa corporation (“**McClure**”), with mailing address of 1360 NW 121st Street, Clive, IA 50325 and City of Marshalltown, Iowa, (“**Owner**”), a Iowa, with mailing address of 24 North Center Street, Marshalltown, IA 50158. Together, McClure and Owner are sometimes referred to in this MSA as the “**Parties**” and each a “**Party**”.

McClure is a design and consulting firm that is willing to provide to Owner services specifically described in one or more Task Orders per the terms and conditions outlined in this MSA.

Owner is willing to engage McClure to provide such services subject to the terms and conditions hereof.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Applicability.** The terms and conditions of this MSA are the only terms that govern the sale of professional consulting services described in one or more Task Orders (each, a “**Task Order**” or “**TO**”) which may include, among other items, preparation of written materials and other deliverables (the “**Deliverables**”), and/or delivery and performance of other items of value, whether tangible or intangible (the “**Services**”), by McClure, to the undersigned “**Owner**” named below on behalf of itself and any affiliate of such party identified in any Task Order governed by this MSA (any such signatory to a TO will also be included in the definition of “**Owner**”). In this MSA, McClure and Owner are sometimes each called a “**party**” and collectively, the “**parties**”. Further—
 - a. Any accompanying TO and this MSA (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. This Agreement prevails over any of Owner’s general terms and conditions of purchase regardless of whether or when Owner has delivered to McClure its purchase order or such general terms and conditions.
 - b. This MSA shall be incorporated into each TO executed by McClure and Owner (including an affiliate of Owner). Each TO will generally include a description of the Services to be performed by McClure in accordance with this MSA, specific performance items, compensation provisions, a time schedule, Deliverables, and/or such other matters consistent with this MSA as McClure and Owner may agree. Owner agrees that a TO (captioned as a “**Task Order**” or other similarly named form) may be in substantially the form attached hereto as Exhibit A. For purposes of this MSA, “**affiliate**” means with respect to any such person, any other person that directly or indirectly, controls, is controlled by, or is under common control with, such person.
 - c. Owner shall purchase the Services from McClure at the price set forth in this Agreement and any applicable TO and Owner agrees to reimburse McClure for all reasonable travel and out of pocket costs and expenses incurred by McClure in connection with the performance of the Services. All such prices and reimbursable costs and expenses are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local government or governmental body or agency on any amounts payable by Owner. Owner shall be responsible for all such charges, costs, and taxes; provided, however, Owner shall not be responsible for any taxes imposed on, or with

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

respect to, McClure's income, revenues, personnel, or real or personal property. Specific terms concerning a TO's reimbursable costs and expenses may be detailed in same.

2. **McClure is an Independent Contractor.** Any Services provided by McClure, under this Agreement are provided by McClure as an independent contractor, and nothing in this Agreement will create or imply any relationship between McClure and Owner as other than that of McClure as an independent contractor to Owner.
3. **Intellectual Property.**
 - a. **No Acquisition.** Neither party acquires any rights to the other Party's goodwill, trademarks, service marks or other intellectual property. Each Party's data, lists, trade secrets and customer lists shall continue to be retained by such Party and nothing in this MSA, or any TO entered into pursuant to this Agreement, may affect the ownership rights of such Party in same.
 - b. **Deliverables/Instruments of Service.** All Deliverables (including, without limitation, any surveys, designs, drawings, plans, specifications, electronic files, held data, notes, calculations, and other documents and instruments and/or other written, digital, and/or published materials prepared by McClure or otherwise delivered or created hereunder) are instruments of service, and McClure shall retain all ownership and property interest therein (including all common law, statutory, and other reserved rights, including, without limitation, all copyrights and the right of reuse at the discretion of McClure) whether or not the Services or underlying design or other project contemplated by the TO (as to each, the "Project") is completed. Owner may make and retain copies of the Deliverables for information and reference in connection with the Project. Owner covenants to not use the Deliverables for any purpose other than for the construction of the specific underlying Project. Any other use, reuse, or modification of the Deliverables without McClure's prior written consent is expressly prohibited. McClure grants Owner a perpetual, non-exclusive, royalty-free, limited license to use the Deliverables on such Project, extensions of the Project, and for related uses of Owner, subject to receipt by McClure of full payment due and owing McClure for the Services, and subject to the following limitations: (1) Owner acknowledges that such Deliverables are not intended or represented to be suitable for use on the Project unless completed and signed by McClure, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without express, prior written verification by McClure; (2) any such use or reuse, or any modification of the documents, without express written completion, verification and/or authorization by McClure, as appropriate for the specific purpose intended (the "Proper Authorization"), is prohibited and will be at Owner's sole risk and without liability or legal exposure to McClure or to its officers, directors, members, partners, agents, employees, consultants, representatives, parents, subsidiaries, agents, or its affiliates (collectively, "McClure Parties"); (3) Owner shall indemnify, defend, and hold harmless McClure and any other McClure Parties from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without Proper Authorization; and (4) any such Proper Authorization shall not extend to any other person other than the Owner expressly identified in the Proper Authorization. Owner shall compensate McClure at its then applicable rates for any review by McClure of any request for Proper Authorization.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

4. Representations.

- a. **Standard of Care.** McClure represents the Services will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Owner must report any material deficiencies in the Services to McClure in writing within thirty (30) days of Owner's discovery of the deficiency. Owner's exclusive remedy for any such material deficiency will be the reperformance of the Services by McClure within a commercially reasonable time, or a service credit as may be allowed in the applicable TO. The representation under this paragraph is exclusive and is in lieu of all other representations, whether express or implied, including any representations of merchantability or fitness for a particular purpose and any oral or written representations. McClure expressly disclaims any other representations or warranties. Owner acknowledges and agrees that McClure is not being hired for anything beyond those Services specified in a TO and, as such, without limitation, it is Owner's responsibility to engage others, including other professionals, to perform services specified outside the scope of Services. Without limitation, McClure does not practice law, accounting, or financing, or insurance; it shall be Owner's responsibility to furnish all legal, accounting, financing, and insurance counseling services as may be necessary to protect itself and its affiliates with respect to any Project or otherwise. Furthermore, there may be instances where McClure provides Services in furtherance of or concerning the Owner's Project financing, but Owner recognizes, acknowledges, and agrees that McClure shall in no way guarantee or assume liability for the award of any Project financing.
- b. **Owner Representations and Covenants.** Owner represents and covenants it is the owner of, or holds a valid license to, all materials delivered to McClure ("**Owner Materials**") in connection with McClure providing the Services and has the legal right to license all Owner Materials to McClure for purposes of performing the Services and otherwise in performance of this Agreement. Owner further represents and covenants that: (1) it will fully cooperate with McClure in the performance of the Services and provide such Owner Materials or information as McClure may request to carry out the Services in a timely manner; and ensure that such Owner Materials are complete and accurate (notwithstanding any contrary disclaimer as to completeness or accuracy set forth in a separate writing by Owner) and that McClure shall be entitled to rely upon the Owner Materials; (2) the Owner Materials do not violate or infringe upon any third party's intellectual property; and (3) McClure shall at all times have access to the Project site. A TO may contain additional warranties by Owner.

5. Construction Staking. With respect to any survey or similar Services to be delivered pursuant to a TO Owner acknowledges and agrees:

- a. Given the nature and the value of the construction that may rely on the data points provided by McClure, it is expected and Owner acknowledges that it shall cause that the contractor(s) or subcontractor(s) provide a review of McClure's survey data points for accuracy once they are established and before construction commences. If an erroneous data point is discovered, McClure shall be notified immediately and be given an opportunity to review the data and field markings and to make corrections if needed.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

- b. McClure shall not be responsible for any construction errors as a result of a contractor's or subcontractor's failure to review the field data points prior to construction and/or failure to give McClure an opportunity to make adjustments/corrections as needed.
 - c. Unless otherwise expressly specified in a TO, the Owner has not retained McClure to make detailed inspections or to provide exhaustive or continuous surveying to confirm that construction is consistent with project plans, specifications, or in the location(s) as depicted on the plans.
6. **Opinions of Probable Costs.** McClure's opinions (if any) of probable construction costs for a Project will be made on the basis of its experience, qualifications, and general familiarity with the construction industry. McClure, however, has no control over the cost of labor, materials, equipment, or services furnished by others, or over any contractor's methods of determining prices, competitive bidding or market conditions, and therefore Owner acknowledges and agrees that McClure cannot and does not guarantee the accuracy of any of McClure's or any of the McClure Parties' opinions of probable construction costs (relative to proposals, bids, or actual construction cost). If Owner requires any assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
7. **Contractor Submittals.** If, as part of any TO, McClure reviews/approves contractor submittals or plans, such as shop drawings, product data, samples and other data, such reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept as reflected in the final documents prepared by McClure (the "**Design Documents**"). Such review/approval shall not concern the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Project's contractor and Owner. McClure shall not be responsible for any deviations from the Design Documents (relative to the contractor submittals/submittals). McClure shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
8. **Construction Observation.** If, as part of a TO, McClure is providing construction observation services for a Project, McClure shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or any subconsultant's work and to determine if the work is proceeding in general accordance with the Design Documents. Neither McClure nor any other of the McClure Parties is a contractor and they therefore shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work or the safety of the worksite. Further—
- a. McClure shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
 - b. McClure shall not be responsible for the acts or omissions of any contractor.
 - c. McClure neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
 - d. McClure shall not be responsible for any decision made regarding the construction contract

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by McClure.

- e. Owner has not retained McClure to make detailed inspections or to provide exhaustive or continuous project review and observation services.

9. Design Without Construction Phase Services. If McClure is not retained for construction observation and/or on-site resident observation services under a TO for a particular Project, McClure shall have no design, shop drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. Owner waives all claims against McClure that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

10. Underground Utilities. Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Owner or its contractors/subcontractors. The information the Owner must rely on from various utilities and other records may be inaccurate or incomplete. Owner agrees to indemnify, defend, and hold harmless McClure for all claims, losses, costs and damages arising out of the location of underground utilities with respect to any Project.

11. Subsurface Conditions. Owner is advised to commission a third party to conduct soil and/or subsurface testing and analysis to provide information to the Owner and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction. McClure cannot and does not warrant or guarantee that the testing or other information provided in any case is reflective of all subsurface conditions that may be encountered, or the extent to which subsurface conditions such as soil properties, groundwater, rock, and other variations thereof, may vary from location to location throughout subsurface construction. Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price, schedule, and the TO, and McClure shall be held harmless from issues arising out of any unseen and/or actual subsurface conditions.

12. Hazardous Materials—Indemnification. McClure does not provide environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmentally damaging substances. Owner is aware of the potential liability if toxic, hazardous or environmentally damaging substances are found on, in or under real property. McClure makes no representations regarding an environmental site assessment and relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination of whether to make an environmental site assessment on the subject property.

13. Permits and Approvals. As part of a TO, McClure may assist the Owner in applying for those permits and approvals required by law for projects similar to the Project for which McClure's services are being engaged under the TO. If so, specified as part of the TO, such assistance may consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction with respect to the Project. Any assistance beyond the foregoing (including, without limitation, special studies, special research, attendance at meetings with public authorities, special testing or special

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

documentation not usually and customarily required for the Project type) shall only be provided if so expressly identified in the TO and such assistance shall be limited to that TO.

14. Code Compliance. If as party of the TO McClure agrees to conduct code compliance, McClure shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date the TO is executed. Any design or other changes made necessary by newly enacted laws, codes and regulations after the TO execution date entitle McClure to a reasonable adjustment in the schedule and additional compensation.

15. General.

- a. **Additional Services.** If either party wishes to change the scope or performance of the Services set forth in a particular TO, it shall submit details of the requested change to the other party in writing. McClure shall, within a reasonable time after such request, and based on the information known to McClure at the time, provide a written estimate to Owner of: (1) the time required to implement the change; (2) any necessary variations to the fees and other charges for the Services arising from the change; (3) the effect of the change on the Services; and (4) any other impact the change might have on the performance of this Agreement. Promptly after delivery of the written estimate to Owner, the parties shall negotiate and agree in writing on the terms of such change in the scope of performance of the Services and fees and related expense due McClure (a “**Change Order**”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. In addition, any Deliverables or other Services not specifically set forth in a TO (or its corresponding Change Order), requested by Owner from time to time, or that may be required during construction or otherwise which were not contemplated when the original scope of work was agreed to when the TO was signed (which McClure, in its discretion, agrees to provide) shall be billed by McClure to Owner, and paid by Owner, on a time and materials basis, based on those prices and rates then in effect at the time the Services are provided. In such case, Owner recognizes that Project schedules may need to be adjusted accordingly, at Owner’s cost and expense and that McClure may be required to prepare or install additional field data points, drawings, specifications and other documents required to address the changes in the scope of works as necessary to satisfactorily complete the Project.
- b. **Indemnification.** Owner will indemnify, defend, and hold harmless McClure and all other McClure Parties from any and all liabilities, losses, damages, costs or expenses, including, but not limited to, attorneys’ fees and legal costs and expenses incurred by the McClure Parties, which arise from: (1) a breach of representation, warranty, covenant or other breach of this Agreement by Owner; (2) Owner’s or any one or more of its officer’s, director’s, member’s, partner’s, agent’s, employee’s, consultant’s, representative’s, parent’s, subsidiary’s, agents, or its other affiliate’s negligence, gross negligence, willful misconduct, or violation of applicable law; and/or (3) the use of the Owner Materials.
- c. **Limitation of Liability.** McClure will not be liable with respect to the corresponding TO for punitive, special, indirect, incidental or consequential damages incurred or suffered by Owner or arising from any of the McClure Parties’ performance under this Agreement (including any TO) even if such Party was advised of or could have foreseen the possibility of such damages. In no event will McClure’s aggregate liability arising out of or related to a TO governed by or otherwise arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), indemnity or otherwise,

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

exceed: (1) ; or (2) the total of the fees paid to McClure by Owner under the applicable TO, if any, within the past six (6) months, whichever is greater.

- d. **Betterment.** If during construction of a Project or otherwise in connection with the delivery of Services it is discovered that one or more components or data points are required or desired that were not in McClure's original Deliverables, Services or TO, McClure shall not be responsible for paying the cost required to add such components or data points. In no event shall McClure be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the Project or Owner (beyond what is expressly contemplated under the subject TO).
- e. **Mediation of Disputes; Process if Mediation Not Successful.** In the event a dispute arising out of or relating to this Agreement is not resolved by informal negotiations within thirty (30) days (or any mutually agreed extension of time) after either Party requests such negotiations, then the matter in controversy, at the written request a Party, delivered to the other, will be subject to non-binding mediation in Des Moines, Iowa. The Parties will mutually determine the mediator by selecting from the list of mediators obtained from the American Arbitration Association (AAA). If the Parties are not able to agree on the mediator, the AAA will select the mediator. Each Party will bear its own costs and expenses with respect to the mediation, including one-half of the fees and expenses of the mediator. This paragraph will not be read to constitute an agreement to agree, nor does it impose an obligation to negotiate in good faith upon either Party. In the event that the Parties do not resolve any dispute through mediation, Owner irrevocably submits to the jurisdiction of the state or federal courts sitting in Des Moines, Iowa in any action or proceeding arising out of or relating to this Agreement, and submits to the personal jurisdiction of such courts, and agrees that all claims in respect of such action or proceeding may be heard and determined in such courts. Owner irrevocably waives any objection, which it may now, or in the future, have to the bringing of any such action or proceedings in such courts. Notwithstanding the foregoing, this Section shall not delay McClure's ability to immediately pursue formal collection of fees, expenses, and other amounts due and owing hereunder.
- f. **Governing Law.** This Agreement is made in the State of Iowa and will be governed in accordance with the laws of the State of Iowa without reference to conflict of law principles.
- g. **Waiver of Jury Trial.** Each of the Parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement will inure to the benefit of, and be binding upon, the Parties to this Agreement, together with their representatives, successors and assigns. Notwithstanding the foregoing, McClure may subcontract any portion of the Services under this Agreement (including any TO) without the prior written consent of the Owner. Furthermore, McClure may assign its rights hereunder to a successor in interest, including any person who acquires all or substantially all of its assets or otherwise acquires its business as a going concern, upon written notice to Owner. No assignment or delegation (including any subcontracting of Services) relieves the Owner or McClure of any obligations under this Agreement.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

- i. **Severability.** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
- j. **Term of this Agreement.** This Agreement begins on the Effective Date and shall be for five (5)-year period (“**Initial Term**”). This Agreement (and its terms and conditions) shall automatically extend for additional one (1)-year periods (each, a “**Renewal Term**”) unless either party notifies the other party in writing of such party’s intent not to renew the Agreement at least thirty days prior to the expiration of the then current term. The period beginning on the Effective Date through expiration or earlier termination of the Initial Term and each Renewal Term, if any, is referred to as the “**Term.**”
- k. **Payment Terms.** Owner agrees to pay each invoice for Services and/or costs incurred thirty (30) days from the date of the invoice. McClure reserves the right to cease work and to stop providing Services if any amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable attorneys’ fees) and will bear interest at the rate of one and a half percent (1.5%) per month or any fraction of a month until all outstanding amounts are paid. In addition to all other remedies available under this Agreement or at law (which McClure does not waive by the exercise of any rights hereunder), McClure shall be entitled to terminate the applicable TO, terminate this Agreement in its entirety and/or suspend the delivery of any Deliverables or performance of any Services if Owner fails to pay any amounts when due hereunder and such failure continues for seven days following written notice thereof. Written notice shall be provided consistent with Section 15(q) of this MSA. Any subsequent failure to timely pay any amounts when due hereunder within a successive 12-month period following the delinquency shall entitle McClure to immediately terminate the applicable TO or this Agreement or suspend any further delivery of Deliverables or performance of any Services hereunder. Owner shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with McClure, whether relating to McClure’s breach, bankruptcy or otherwise.
- l. **Termination of This Agreement.**
 - i. **For Convenience.** This MSA may be terminated at any time, and without cause, by McClure providing Owner with written notice at least thirty (30) calendar days prior to the intended termination date.
 - ii. **For Breach.** Either Party may terminate this MSA if the other Party has materially breached the requirements of this Agreement and the breach is not cured within ten (10) business days after receipt of written notice of the breach from the Party alleging the breach. The notice must set out the specific breach and the steps required to cure the breach. The non-breaching Party may, at its option, terminate this Agreement by written notice of termination to the breaching Party after the expiration of the ten (10)-day period specifying the date of termination (which shall be immediate) if the breaching Party has not timely cured.
 - iii. **Payment of Fees Upon Termination.** All fees, expenses and other sums due McClure shall be paid in full by Owner within thirty (30) days of the termination date specified in any notice of termination. McClure may withhold any Deliverables or other Services due to Owner until such time as all fees, expenses and other sums due McClure have been paid by Owner.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

- iv. **Material Modification, Termination of a TO.** Any material modification to the obligations of McClure under a TO will require a written amendment executed by an authorized representative of each Party. Except in the event of nonpayment of invoices, which is governed by Section 15(k) of this MSA, no TO or termination thereof shall terminate this MSA. In the event this MSA is duly terminated, any TO created pursuant to this MSA shall terminate. In no event will a TO created pursuant to this MSA exist past the Term.
- m. **Survival of Certain Portions of this Agreement.** In the event of a termination, the Parties will carry out all provisions of this Agreement which require continued performance or survive termination, including, but not limited to, indemnification, fulfilling warranty or confidentiality obligations, and obligations to complete, and to pay for, work performed through and until the date of termination. Termination also will not affect any liability or obligation arising prior to termination, including, but not limited to, any loss or damage caused by a breach of this Agreement.
- n. **Compliance with Laws.** Each Party covenants to comply with all applicable local, state, and federal laws, regulations and orders in the performance of its obligations under this Agreement.
- o. **Modification and Waiver.** No modification of this Agreement is effective unless signed by McClure and Owner, and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the non-breaching Party. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement.
- p. **Force Majeure.** McClure shall not be liable or responsible to Owner, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of McClure, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- q. **Notices.** All notices will be in writing and deemed given when personally delivered or one (1) business day after being sent to the recipient Party by an overnight courier, or three (3) business days after being sent postage prepaid by certified or registered mail, return receipt requested. All notices should be sent to the recipient Party's designated mailing address set forth above (or such alternative mailing address designated in writing under any TO or otherwise designated in a notice duly delivered to the recipient Party).
- r. **Counterparts.** This MSA (together with any corresponding TO) may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or other electronic means shall be binding and enforceable for all purposes.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

- s. **Authority.** Owner represents and warrants that the person or persons signing this MSA on behalf of Owner has authority to bind Owner and all actions have been taken to authorize such person or persons executing this Agreement to do so.
- t. **Complete Agreement.** This Agreement (inclusive of with any TO governed hereunder) is the exclusive and entire agreement negotiated between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. Neither Party will be bound or liable to the other Party for any representation, promise or inducement made by any agent or person in the other's employ that is not embodied in this Agreement. The provisions of this MSA will control over any conflicting provisions in a TO, except to the extent that a provision of this MSA specifically states that a TO may provide different terms. A TO may contain additional terms, provided that such additional terms do not conflict with the provisions of this Agreement.
- u. **Agreement Negotiated.** Each Party has had opportunity to participate in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more of provisions of this Agreement.
- v. **Lien Rights.** McClure expressly reserves all rights to pursue mechanic's or design professional lien rights and nothing herein or hereafter executed shall modify, reduce or obviate same or delay enforcement of same unless McClure expressly and specifically duly waives any such rights in writing.
- w. **Promotional Use.** Notwithstanding anything herein to the contrary, the Parties agree that McClure may use Owner's name, logo, examples of materials delivered or proposed and web screen shots in McClure's promotional materials. Owner shall provide professional credit for McClure in Owner's promotional materials for any Project.
- x. **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 McClure or any other of the McClure Parties. McClure's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against McClure or any other of the McClure Parties because of this Agreement or the performance or nonperformance of services hereunder.
- y. **Exhibits.** The exhibit(s) attached hereto are incorporated by reference herein.

EXHIBIT "A" – SAMPLE TASK ORDER

Project No. 2024002639-001
 Project Name: On-Call General Engineering Services
 Project Manager: Jay Pudenz

TASK ORDER NO. 1 AGREEMENT FOR ENGINEERING SERVICES MARSHALLTOWN MUNICIPAL AIRPORT MARSHALLTOWN, IOWA

This **TASK ORDER NO. 1**, made on the _____ day of _____, 2025, under the terms and conditions established in the **MASTER AGREEMENT**, dated the _____ day of _____, 2025, by and between **McClure Engineering Co., d/b/a McClure of Clive, Iowa** (herein referred to as "**Consultant**") and the **City of Marshalltown, Iowa** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Task Order. The **Consultant** shall provide engineering design and bidding services at the request of the **Owner** which consists of the items listed below, located at the **Marshalltown Municipal Airport (KMIW)**.

PROJECT DESCRIPTION:

DESIGN AND BIDDING SERVICES PROJECT NAME FAA AND/OR STATE AND/OR LOCAL PROJECT # MARSHALLTOWN MUNICIPAL AIRPORT MARSHALLTOWN, IOWA

- The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'E' for **Owner's** responsibilities).
- The **Consultant** shall prepare, for approval by the **Owner**, Plans and Specifications, Construction Documents and provide the following services, including:

Item	Included	Not Included
100. <u>Preliminary Planning and Reports</u> 1. Preliminary Planning and Reports 2. Project Concepts 3. Capital Improvement Plan 4. Evaluation of Alternatives for Improvement 5. Master Planning Design/Concepts	☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐
200. <u>Existing Conditions</u> 1. Data Gathering/Inventory 2. Existing Condition Drawings 3. Storm Sewer Televising 4. Geographical Information Systems 5. Environmental Assessment 6. Airspace Obstruction Survey	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
300. <u>Airport Improvement Program (AIP) Grant Administration</u> 1. Prepare AIP Grant Application 2. Prepare AIP Sponsor Certifications 3. Prepare AIP Invoice Summary & assist Owner with monthly reimbursement requests 4. Prepare AIP Sponsor Quarterly Performance Reports 5. Prepare AIP Financial Reports (SF-271 and SF-425 forms) 6. Update 3-year DBE Program for FY 20XX-20XX	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
400. <u>Preliminary Design</u> 1. Conduct Project Kickoff Meeting via teleconference. Prepare agenda and distribute minutes. 2. Confirm Scope, Extent and Character of the Project: • Final Design Criteria • Field Surveys to Determine Conditions Meetings/Data Gathering/Site Visits (to determine condition of runway and taxiway lighting, signage, electrical vault, NAVAIDs) • Pre-trip preparation • Post trip processing • Develop Construction Item List • Review Project Questions and Issues • Building Layouts • Operation and Maintenance Concepts • Utility Requirements • Project Limits Exhibit 3. Prepare Preliminary "Opinion of Probable Costs".	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
435. <u>Soil Boring Coordination</u> 1. Prepare Geotechnical Scope of Work and submit to Geotechnical Firm 2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner 3. Coordinate field exploration with Owner 4. Review Geotechnical Report and provide comments	☐ ☐ ☐ ☐	☐ ☐ ☐ ☐

EXHIBIT "A" – SAMPLE TASK ORDER

	Item	Included	Not Included
500.	<u>Final Design</u>		
	<u>A. 30% Design Phase</u>		
	1. Perform 30% Airfield Electrical Design	☐	☐
	• Prepare Preliminary Runway Lighting Layout	☐	☐
	• Prepare Preliminary Taxiway Lighting Layout	☐	☐
	• Prepare Preliminary Guidance Sign Layout	☐	☐
	• Provide assessment of existing conditions of NAVAIDS (REILs, PAPIs, L-854 Interface Panel, L-854 Radio Receiver)	☐	☐
	• Provide assessment of existing vault building and heater installation recommendations	☐	☐
	2. Prepare 30% "Opinion of Probable Construction Cost" and Project Budget.	☐	☐
	3. Perform 30% QA/QC by Senior Airport Engineer.	☐	☐
	4. Furnish 30% Documents in accordance with Table 3 in Exhibit 'G'.	☐	☐
	5. Conduct 30% Review Meeting via teleconference. Prepare agenda and distribute minutes.	☐	☐
	6. Prepare Preliminary CSPP Concept/Document	☐	☐
	<u>B. 90% Design Phase</u>		
	1. Formally Address FAA and Owner 30% Comments	☐	☐
	2. Perform 90% Airfield Electrical Design	☐	☐
	▪ Perform Runway Circuit Load Calculations	☐	☐
	3. Determine wiring and circuit plans	☐	☐
	4. Prepare 90% PAPI Design	☐	☐
	• Finalize location/aperture height for Runway 4-box PAPI system	☐	☐
	• Develop Obstruction Clearance Surface (OCS) Exhibit illustrating no obstructions with approach glide path	☐	☐
	• Determine Power Supply and Circuitry Requirements	☐	☐
	5. Prepare 90% REIL Design	☐	☐
	• Finalize Perform REIL Siting Calculations	☐	☐
	• Determine REIL Power Supply and circuitry requirements	☐	☐
	• Coordinate REIL and PAPI Flight check with FAA	☐	☐
	6. Prepare 90% Project Drawings in accordance with Table 1 in Exhibit 'G'	☐	☐
	7. Prepare 90% Specifications in accordance with Table 2 in Exhibit 'G'	☐	☐
	8. Prepare 90% Engineer's Report	☐	☐
	9. Prepare 90% "Opinion of Probable Costs" and Project Budget.	☐	☐
	10. Perform 90% QA/QC by Senior Airport Engineer	☐	☐
	11. Furnish 90% Documents in accordance with Table 3 in Exhibit 'G'.	☐	☐
	12. Conduct 90% Review Meeting via teleconference. Prepare agenda and distribute minutes	☐	☐
	13. Prepare Draft and Final CSPP Document	☐	☐
	▪ Submit Draft CSPP	☐	☐
	▪ Address FAA Draft CSPP comments	☐	☐
	7. Submit Final CSPP	☐	☐
	<u>C. Issued for Bid (IFB) Package (100% Phase)</u>		
	1. Formally address FAA and Owner 90% Comments	☐	☐
	2. Prepare IFB (100%) Drawings, Specifications, and Bid Documents	☐	☐
	3. Furnish IFB (100%) Documents in accordance with Table 3 in Exhibit 'G'	☐	☐
504.	<u>Construction Permits</u>		
	1. Erosion Control Plan/Permit	☐	☐
	▪ Apply for NPDES Permit from DNR (Owner will be operator listed on permit). Consultant will not be liable for fines arising from noncompliance with SWPPP. The Owner shall be the Permit holder and shall pay for all costs associated with permit		
	▪ Prepare Storm Water Pollution Prevention Plan (SWPPP)	☐	☐
	2. Iowa DOT Right-of-Way Permit	☐	☐
	3. City Permits	☐	☐
	4. County Permits	☐	☐
	5. Other Permits, including Army Corps of Engineers Section 404 Permit	☐	☐
	6. File and submit FAA OE/AAA Case Study along with runway offset exhibits	☐	☐
	7. FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form	☐	☐
600.	<u>Construction Administration</u>		
	1. Prepare and Distribute Issued for Construction Plans and Specifications.	☐	☐
	2. Provide general administration of construction contract as Owner's representative.	☐	☐
	3. Prepare Construction Observation Program per FAA guidelines	☐	☐
	4. Conduct Preconstruction Conference. Prepare agenda and distribute minutes.	☐	☐
	5. Visit site of construction at appropriate stages of construction to observe the Contractor's work.	☐	☐
	6. Issue interpretations and clarifications of contract documents.	☐	☐
	7. Review Shop Drawings.	☐	☐
	8. Act as initial interpreter of the requirements of the Contract Documents.	☐	☐
	9. Review and process the Contractor's application for payment.	☐	☐
	10. Review certified payrolls for prevailing wage rates.	☐	☐
	11. Attend Construction Progress Meetings.	☐	☐
	12. Conduct Final Inspection. Prepare agenda and distribute minutes.	☐	☐

EXHIBIT "A" – SAMPLE TASK ORDER

[illegible]

EXHIBIT "A" – SAMPLE TASK ORDER

3. Payment to the **Consultant** shall be made on the following basis:

Section 3.1: Basis of Compensation

☐	100.	Preliminary Planning and Reports	Lump Sum	\$
☐	200.	Existing Conditions	Lump Sum	\$
☐	300.	Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$
☐	400.	Preliminary Design	Lump Sum	\$
☐	435.	Soil Boring Coordination	Lump Sum	\$
☐	500.	Final Design	Lump Sum	\$
		A. 30% Design	Lump Sum	\$
		B. 90% Design Phase	Lump Sum	\$
		C. Issued for Bid (100%) Phase	Lump Sum	\$
☐	504.	Construction Permits	Lump Sum	\$
☐	600.	Construction Administration	Lump Sum	\$
☐	602.	Advertise, Bidding, Contract Award	Lump Sum	\$
☐	603.	Quality Assurance Testing Coordination	Lump Sum	\$
☐	650.	Resident Project Representative	Cost + Fixed Fee (NTE)	\$
☐	700.	Topographic Survey	Lump Sum	\$
☐	760.	Construction Staking	Lump Sum	\$
☐	800.	Project Closeout	Lump Sum	\$
☐	850.	Project Management and Coordination	Lump Sum	\$
☐	960.	Subconsultants (Electrical Engineering)	Lump Sum	\$

SUBTOTAL \$ _____

3.1.1 For performing the Services identified within the Scope of Services, the **Owner** shall pay the **Consultant** a lump sum amount in accordance with Section 3.1.

3.1.2 The lump sum includes compensation for the Services, Subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.

3.1.3 Although the **Consultant** recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate an adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.

Section 3.2: Additional Services

3.2.1. Any services rendered by the **Consultant** beyond those described in the Scope of Services shall be compensated on a lump sum basis as set forth in Section 3.1.

3.2.2. The **Consultant's** estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the **Consultant** and **Owner** shall mutually negotiate in writing to additional compensation exceeding said estimated amount.

Section 3.3: Other Payment Provisions

3.3.1 Progress Payments: Payment to the **Consultant** shall be made on a monthly basis, within 30 days of invoice for work completed to date. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service. The amounts due for Additional Services will also be invoiced monthly.

3.3.2 Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

EXHIBIT "A" – SAMPLE TASK ORDER

4. The **Consultant** shall perform the Services and deliver the related Documents (if any) as follows:
- The Project Kickoff Meeting shall be conducted within thirty (30) calendar days of receipt of Notice to Proceed or executed Agreement from the **Owner** whichever date comes later.
 - Within one hundred and twenty (120) calendar days from Notice to Proceed or executed Agreement from **Owner**, the **Consultant** shall submit 90% level plans sheets, specifications, and design report narrative whichever date comes later.
 - Issued for Bid plans and specifications shall be submitted to the **Owner** within thirty (30) calendar days of conducting the final review meeting and receipt of final review comments from the **Owner** and FAA.
 - Sponsor Certifications for Consultant Selection, Project Plans and Specifications, and Construction/Equipment Contracts shall be submitted to the **Owner** to be included as part of the AIP grant application to FAA.
 - The bid opening shall be conducted within thirty (30) calendar days of **Owner** and FAA authorization to bid.
 - Bid tabulation shall be submitted to the **Owner** within three (3) business days of the bid opening.
5. This Agreement represents the entire and integrated Agreement between the **OWNER** and the **CONSULTANT**.

	Included	Not Included
Exhibit 'A' Consultant Terms and Conditions Standard Agreement	☐	☐
Exhibit 'B' Hourly Rate Schedule	☐	☐
Exhibit 'C' Detailed Scope of Work	☐	☐
Exhibit 'D' Subconsultant(s) Contract	☐	☐
Exhibit 'E' Owner's Responsibilities to Consultant	☐	☐
Exhibit 'F' Duties and Responsibilities of Resident Project Representative (RPR)	☐	☐
Exhibit 'G' Drawing Depicting the Project / ACIP Data Sheet / Estimated Plan Sheets / Schedule	☐	☐
Exhibit 'H' Construction Item List Cost Estimate	☐	☐
Exhibit 'I' Regulatory Requirements	☐	☐

SPECIAL INSTRUCTIONS:

OWNER: City of Marshalltown
Marshalltown, Iowa

CONSULTANT: McClure
Clive, Iowa

By: _____

By: _____

Name: _____

Name: Jay Pudenz

Title: _____

Title: Project Manager

Date: _____

Date: _____

EXHIBIT 'C-1'

FEDERAL AND STATE ELIGIBLE PROJECTS

The following is a list of projects and services that subject to Federal and State funding, may be included under this Agreement. The services provided by the **CONSULTANT** shall not be limited to the projects and services outlined below.

1. Reconstruct / Rehabilitate Runway 13/31
2. Reconstruct / Rehabilitate Runway 18/36
3. Reconstruct / Rehabilitate Taxiways
4. Runway and Associated Taxiway Edge Lighting, Signs, and Navigation
5. Snow Removal Equipment
6. Pavement Maintenance Projects
7. Airport Fuel Facility Improvements
8. Hangar Construction and Rehabilitation
9. Airport Electrical Improvements

Additional on-call engineering services will be provided as needed over the next five (5) years.

EXHIBIT 'C-2'

NON-FEDERAL AND NON-STATE ELIGIBLE PROJECTS

The following is a list of projects and services that, subject to funding, may be included under this Agreement. The services provided by the **CONSULTANT** shall not be limited to the projects and services outlined below.

1. Airfield Pavement Maintenance and Emergency Repairs
2. Hangar Maintenance and Repairs
3. Hangar Construction
4. Airport Signage and Entry Improvements
5. Fencing and Security Maintenance and Repairs
6. General Infrastructure Analysis
7. Airside design, construction, and engineering services
8. Landside design, construction, and engineering services

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA

Exhibit D
Owner's Additional Responsibilities to McClure

OWNER shall do the following in a timely manner so as not to delay the Services of McClure:

1. Designate in writing a person to act as Owner's representative with respect to the Services to be rendered under this Task Order. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's decisions with respect to McClure's Services for the Project.
2. Provide to McClure all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish to McClure copies of all design and construction standards which Owner will require in the drawings and specifications.
3. Assist McClure by delivering to McClure all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for McClure to enter upon public and private property as required for McClure to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by McClure, obtain advice of an attorney, accountant, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of McClure.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to McClure whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of McClure's services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for Services as agreed to in this Task Order or Agreement.

Exhibit F

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING
CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS.....	3
CIVIL RIGHTS – GENERAL.....	3
CIVIL RIGHTS – TITLE VI ASSURANCES.....	3
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	6
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....	6
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	6
RIGHT TO INVENTIONS.....	6
SEISMIC SAFETY.....	7
TAX DELINQUENCY AND FELONY CONVICTIONS	7
TRADE RESTRICTION CERTIFICATION	7
VETERAN’S PREFERENCE	8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING	9
EQUAL EMPLOYMENT OPPORTUNITY (EEO).....	9
PROHIBITION OF SEGREGATED FACILITIES	10
TERMINATION OF CONTRACT	11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION.....	12
-------------------------------	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.....	13
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....	14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL	15
---	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS	15
DISADVANTAGED BUSINESS ENTERPRISE	15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

This Page Intentionally Left Blank

**RESOLUTION SELECTING PLANNER & AUTHORIZING A MASTER SERVICES
AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND MCCLURE
ENGINEERING CO FOR AIRPORT PLANNING SERVICES FOR THE
MARSHALLTOWN MUNICIPAL AIRPORT**

WHEREAS, the City of Marshalltown solicited Statement of Qualifications from consultants for Airport Planning Projects for a five-year on-call contract in accordance with FAA Advisory Circular 150/5100-14E; and

WHEREAS, a selection committee reviewed qualifications received from three consultants and reviewed based upon the selection criteria as identified in the Notice; and

WHEREAS, the selection committee recommends utilizing McClure Engineering Co for consultant needs related to Airport Planning Projects.

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

Section 1. The City Council select McClure Engineering Co for on-call services related to Airport Planning Projects.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute any and all documents required to effectuate this Resolution.

Passed this 13th day of January 2025, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

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

TO: Mayor & City Council
FROM: Heather Thomas, Public Works Director
DATE: January 13, 2025
RE: Planner Selection - Airport

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; Enhance the attractiveness of the entrances to the community

Recommendation: Approve Selecting & Master Services Agreement for McClure Engineering

Budget Impact: None.

Description/Background: The City requested Statement of Qualifications from interested consultants, based on the attached notice, to provide for Airport Planning Services. The city received interest from three consultants. The selection committee reviewed and scored their Statements as follows:

1. McClure = 255 pts
2. Kirkham Michael = 222 pts
3. Bolton & Menk = 217 pts

McClure has partnered with SEH to provide this service. This would be for a five-year on-call contract (Master Services Agreement) with projects to be approved in future task orders that would come before city council prior to approval.

CITY COUNCIL

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



NOTICE TO AIRPORT PLANNING CONSULTANTS

The City of Marshalltown (Sponsor) is hereby soliciting Statement of Qualifications from consultants for airport **planning** projects that are anticipated to occur within the next five Federal fiscal years (2025 to 2029) at the Marshalltown Municipal Airport (MIW) located in Marshalltown, Iowa. The proposed projects are subject to availability of local funds and receipt of Federal and/or State funding and may include the following:

Proposed Federal/State Projects

1. Airport System / Master Plan with Airport Layout Plan Update. Several of the points that will need to be taken into consideration in the master plan are listed below; these are not all inclusive.
 - a. The city recently constructed a 100' x 120' hangar to be able to accommodate planes that were utilizing other airports because we could not store them overnight. Their passengers were then traveling by vehicle to Marshalltown to conduct business. The availability of that hangar space is anticipated to impact traffic flow.
 - b. The City's Runway 13/31 is 100-ft wide and 5,007 feet long. It has 2022 PCI values that range from 45 to 48 with current year projections below a 40 PCI value. We believe Runway 13/31 will need to be reconstructed. Based on coordination with FAA and their review of latest traffic flow data, our runway, both length and width, will need to undergo further analysis and justification to determine parameters for a runway reconstruction project.
 - c. The City's cross-wind runway, Runway 18/36 had 2022 PCI values that ranged from 45 to 54. Discussions have been underway about re-evaluating past CIP plans that indicated rehabilitating this runway and giving more priority to Runway 13/31. This runway may require a review of cost/benefit to determine the financial feasibility of keeping this as a second runway.

These projects have been developed from the Sponsor's FFY 2026 Airport Capital Improvement Plan (CIP), which is currently being compiled by city staff. A copy of each project Data Sheet, if/when available, will be made available upon request. The services to be provided for these projects may include, but are not limited to airport planning services and environmental studies, which may include incidental special services.

Federal Provisions for Solicitations

Civil Rights Title VI (49 USC § 47123 and FAA Order 1400.11). The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all consultants that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this notice/solicitation/invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The following seven Federal provisions are incorporated into this Notice by reference:

- Buy American Preference (Title 49 USC § 50101)
- Davis-Bacon Requirements (2 CFR § 200, Appendix II(D); and 29 CFR Part 5)
- Debarment and Suspension (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, and DOT Order 4200.5)
- Disadvantaged Business Enterprise (49 CFR Part 26)
- Foreign Trade Restriction (49 USC § 50104 and 49 CFR Part 30)

- Lobbying and Influencing Federal Employees (31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(J); and 49 CFR Part 20, Appendix A)
- Procurement of Recovered Materials (2 CFR § 200.322, 40 CFR Part 247, Solid Waste Disposal Act)

Selection Criteria

In selecting a consultant, the Sponsor is using a qualifications-based selection process conforming to FAA Advisory Circular 150/5100-14E *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*. As such, fee information will not be considered in the selection process and shall not be submitted with the Statement. Fees will be negotiated for projects as federal funds become available. The agreement(s) between the Sponsor and the selected consultant will be subject to Federal Contract Provisions for A/E Agreements.

The Sponsor intends to select the most qualified firm directly from submittals but reserves the option to short list up to four (4) of the highest rated firms and perform phone, informal, and/or formal interviews. Consultants will be rated by a selection committee according to the following selection criteria and the weight given to each:

1. Prime firm and subconsultants:
 - a. Capability to perform all aspects of the projects via the qualifications (10%)
 - b. Staffing capacity levels and depth for personnel primarily specializing in airport work (10%)
2. Available key personnel's:
 - a. Recent and relevant experience with comparable projects at similarly-sized airports (10%)
 - b. Geographic location (10%)
 - c. Knowledge of FAA regulations, policies, and procedures (10%)
3. Capability in and history of their ability/approach to understand an airport system, create a master plan, and update an airport layout plan for airports which they have not been involved in past airport planning projects nor the airport development projects at that airport (15%)
4. Consultants approach to creating an Airport Master Plan and updated ALP for MIW, including major tasks identified and target completion dates. (25%)
5. Understanding of the project's potential challenges and Sponsor's concerns (10%)

Submittal Requirements

Statements must be concise and contain no more than twenty (20) pages of material (10 sheets of paper, double sided). This excludes the front and back covers, the two-page cover letter (1 sheet of paper, double sided), table of contents, section dividers, and resumes.

Consultants shall submit a PDF of their Statement with the subject line "Airport Planning Statement of Qualifications" and request delivery/read receipts to confirm receipt. Statements are due by ***Friday, December 20, 2024 @ 3:00 PM*** to the following person:

Heather Thomas, City of Marshalltown Public Works Director
hthomas@marshalltown-ia.gov

Additionally, six (6) hard copies of their Statement shall be submitted within four (4) business days in a package marked “Airport Planning Statement of Qualifications” in the lower left-hand corner and the sender’s name and address in the upper left-hand corner. Statement package shall be addressed as follows:

Heather Thomas
City of Marshalltown - Public Works
24 N Center St.
Marshalltown, Iowa 50158

Statements received after the deadline will not be considered. The Sponsor reserves the right to reject any and/or all Statements. Statements, once submitted, become property of the Sponsor.

Inquiries

All questions must be submitted via email to hthomas@marshalltown-ia.gov by 3:00 PM on Thursday, December 12th, 2024. Answers will be sent via reply email no later than 5:00 PM on Monday, December 16, 2024. For more information, please contact Heather Thomas at (641)754-5734 or by email: hthomas@marshalltown-ia.gov.

-- END OF NOTICE --

Project No.: 2024002639-000
Project Name: On-Call General Aviation Planning Services
Project Manager: Adam Thompson

**MASTER AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
CONSULTING ENGINEERING SERVICES**

THIS IS A MASTER AGREEMENT made as of the 13th day of January, **2025** between the City of Marshalltown, Iowa, (hereinafter referred to as “**OWNER**”), and McClure Engineering Co., d/b/a McClure, Clive, Iowa (hereinafter referred to as “**CONSULTANT**”), to provide “*On-Call*” General Aviation Planning Services for the City of Marshalltown, Iowa, at the request and approval of the **OWNER**, for a term of five (5) years, from the date and year first above written.

This Agreement is subject to the terms and conditions attached to this document and the following:

1. **OWNER** intends to engage **CONSULTANT** to be the “*Acting*” Airport **CONSULTANT** to represent their interest in maintaining and developing the Airport. **CONSULTANT** shall provide various services for the **CONSULTANT** that require general Aviation Planning / Administration duties and specific project management duties.
2. Both parties understand all of the *scope of services and duties* cannot be foreseen at this time. Both parties agree to negotiate in good faith for both the scope and fee as duties arise to help both parties receive fair value for the services provided.
3. **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional services by the **CONSULTANT** and the payment for those services by **OWNER** as set forth below.
4. The **OWNER** shall provide information, which shall set forth the **OWNER's** objectives, schedule, constraints, budget with reasonable contingencies, and other applicable criteria. (See Exhibit ‘D’ for **Owner's Additional Responsibilities to McClure**).
5. The **CONSULTANT** shall review the **OWNER's** program and prepare documents for the **OWNER's** approval and provide the following services, including:

ITEM	INCLUDED	NOT INCLUDED
A. <u>Review Current Available Information</u> • Airport Layout Plan • Airport Master Plan • Capital Improvement Projects (CIP)	☒ ☒ ☒	☐ ☐ ☐
B. <u>Capital Improvement Planning/Budgeting</u> • Review Current Funding • Develop Five-Year CIP • Develop LRNA • Prepare FAA/IDOT Funding Application(s)	☒ ☒ ☒ ☒	☐ ☐ ☐ ☐
C. <u>Project Planning and Scheduling</u> • Assist in Project Development • Prepare Preliminary Alternate Design Approaches • Prepare Preliminary Project Budget(s) • Prepare Preliminary Project Schedule(s) • Present Project to Public Works/City Administration/Council/County as requested	☒ ☒ ☒ ☒ ☒	☐ ☐ ☐ ☐ ☐
D. <u>Airport Representation</u> • Attend Airport related meetings as requested • Attend City Council/County meetings as requested • Provide other day-to-day On-Call Engineering Services	☒ ☒ ☒	☐ ☐ ☐

6. Payment to the **CONSULTANT** shall be made on a timely basis, within 30-days of invoice for work completed to date.
7. This Agreement represents the entire and integrated Agreement between the **OWNER** and **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
8. The services provided by the **CONSULTANT** shall include, but not be limited to the projects and services outlined in Exhibit C-1 and Exhibit C-2.

	Included	Not Included
Exhibit 'A' Master Services Agreement Terms and Conditions	☒	☐
Exhibit 'B' Hourly Rate Schedule	☐	☒
Exhibit 'C-1' Federal and State Eligible Projects	☒	☐
Exhibit 'C-2' Non-Federal and State Eligible Projects	☒	☐
Exhibit 'D' Owner's Additional Responsibilities to McClure	☒	☐
Exhibit 'E' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☒
Exhibit 'F' Federal Provisions	☒	☐

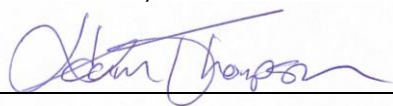
SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date and year first above written.

OWNER: City of Marshalltown
Marshalltown, Iowa

CONSULTANT: McClure
Clive, Iowa

By: _____

By:  _____

Name: _____

Name: Adam Thompson

Title: _____

Title: Project Manager

Date: _____

Date: January 13 ,2025

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

This Master Services Agreement (this “**MSA**”) is dated January 13th, 2025 (“**Effective Date**”), and is between McClure Engineering Co., d/b/a McClure, an Iowa corporation (“**McClure**”), with mailing address of 1360 NW 121st Street, Clive, IA 50325 and City of Marshalltown, Iowa, (“**Owner**”), a Iowa, with mailing address of 24 North Center Street, Marshalltown, IA 50158. Together, McClure and Owner are sometimes referred to in this MSA as the “**Parties**” and each a “**Party**”.

McClure is a design and consulting firm that is willing to provide to Owner services specifically described in one or more Task Orders per the terms and conditions outlined in this MSA.

Owner is willing to engage McClure to provide such services subject to the terms and conditions hereof.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Applicability.** The terms and conditions of this MSA are the only terms that govern the sale of professional consulting services described in one or more Task Orders (each, a “**Task Order**” or “**TO**”) which may include, among other items, preparation of written materials and other deliverables (the “**Deliverables**”), and/or delivery and performance of other items of value, whether tangible or intangible (the “**Services**”), by McClure, to the undersigned “**Owner**” named below on behalf of itself and any affiliate of such party identified in any Task Order governed by this MSA (any such signatory to a TO will also be included in the definition of “**Owner**”). In this MSA, McClure and Owner are sometimes each called a “**party**” and collectively, the “**parties**”. Further—
 - a. Any accompanying TO and this MSA (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. This Agreement prevails over any of Owner’s general terms and conditions of purchase regardless of whether or when Owner has delivered to McClure its purchase order or such general terms and conditions.
 - b. This MSA shall be incorporated into each TO executed by McClure and Owner (including an affiliate of Owner). Each TO will generally include a description of the Services to be performed by McClure in accordance with this MSA, specific performance items, compensation provisions, a time schedule, Deliverables, and/or such other matters consistent with this MSA as McClure and Owner may agree. Owner agrees that a TO (captioned as a “**Task Order**” or other similarly named form) may be in substantially the form attached hereto as Exhibit A. For purposes of this MSA, “**affiliate**” means with respect to any such person, any other person that directly or indirectly, controls, is controlled by, or is under common control with, such person.
 - c. Owner shall purchase the Services from McClure at the price set forth in this Agreement and any applicable TO and Owner agrees to reimburse McClure for all reasonable travel and out of pocket costs and expenses incurred by McClure in connection with the performance of the Services. All such prices and reimbursable costs and expenses are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local government or governmental body or agency on any amounts payable by Owner. Owner shall be responsible for all such charges, costs, and taxes; provided, however, Owner shall not be responsible for any taxes imposed on, or with

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

respect to, McClure's income, revenues, personnel, or real or personal property. Specific terms concerning a TO's reimbursable costs and expenses may be detailed in same.

2. **McClure is an Independent Contractor.** Any Services provided by McClure, under this Agreement are provided by McClure as an independent contractor, and nothing in this Agreement will create or imply any relationship between McClure and Owner as other than that of McClure as an independent contractor to Owner.
3. **Intellectual Property.**
 - a. **No Acquisition.** Neither party acquires any rights to the other Party's goodwill, trademarks, service marks or other intellectual property. Each Party's data, lists, trade secrets and customer lists shall continue to be retained by such Party and nothing in this MSA, or any TO entered into pursuant to this Agreement, may affect the ownership rights of such Party in same.
 - b. **Deliverables/Instruments of Service.** All Deliverables (including, without limitation, any surveys, designs, drawings, plans, specifications, electronic files, held data, notes, calculations, and other documents and instruments and/or other written, digital, and/or published materials prepared by McClure or otherwise delivered or created hereunder) are instruments of service, and McClure shall retain all ownership and property interest therein (including all common law, statutory, and other reserved rights, including, without limitation, all copyrights and the right of reuse at the discretion of McClure) whether or not the Services or underlying design or other project contemplated by the TO (as to each, the "Project") is completed. Owner may make and retain copies of the Deliverables for information and reference in connection with the Project. Owner covenants to not use the Deliverables for any purpose other than for the construction of the specific underlying Project. Any other use, reuse, or modification of the Deliverables without McClure's prior written consent is expressly prohibited. McClure grants Owner a perpetual, non-exclusive, royalty-free, limited license to use the Deliverables on such Project, extensions of the Project, and for related uses of Owner, subject to receipt by McClure of full payment due and owing McClure for the Services, and subject to the following limitations: (1) Owner acknowledges that such Deliverables are not intended or represented to be suitable for use on the Project unless completed and signed by McClure, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without express, prior written verification by McClure; (2) any such use or reuse, or any modification of the documents, without express written completion, verification and/or authorization by McClure, as appropriate for the specific purpose intended (the "Proper Authorization"), is prohibited and will be at Owner's sole risk and without liability or legal exposure to McClure or to its officers, directors, members, partners, agents, employees, consultants, representatives, parents, subsidiaries, agents, or its affiliates (collectively, "McClure Parties"); (3) Owner shall indemnify, defend, and hold harmless McClure and any other McClure Parties from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without Proper Authorization; and (4) any such Proper Authorization shall not extend to any other person other than the Owner expressly identified in the Proper Authorization. Owner shall compensate McClure at its then applicable rates for any review by McClure of any request for Proper Authorization.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

4. Representations.

- a. **Standard of Care.** McClure represents the Services will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Owner must report any material deficiencies in the Services to McClure in writing within thirty (30) days of Owner's discovery of the deficiency. Owner's exclusive remedy for any such material deficiency will be the reperformance of the Services by McClure within a commercially reasonable time, or a service credit as may be allowed in the applicable TO. The representation under this paragraph is exclusive and is in lieu of all other representations, whether express or implied, including any representations of merchantability or fitness for a particular purpose and any oral or written representations. McClure expressly disclaims any other representations or warranties. Owner acknowledges and agrees that McClure is not being hired for anything beyond those Services specified in a TO and, as such, without limitation, it is Owner's responsibility to engage others, including other professionals, to perform services specified outside the scope of Services. Without limitation, McClure does not practice law, accounting, or financing, or insurance; it shall be Owner's responsibility to furnish all legal, accounting, financing, and insurance counseling services as may be necessary to protect itself and its affiliates with respect to any Project or otherwise. Furthermore, there may be instances where McClure provides Services in furtherance of or concerning the Owner's Project financing, but Owner recognizes, acknowledges, and agrees that McClure shall in no way guarantee or assume liability for the award of any Project financing.
- b. **Owner Representations and Covenants.** Owner represents and covenants it is the owner of, or holds a valid license to, all materials delivered to McClure ("**Owner Materials**") in connection with McClure providing the Services and has the legal right to license all Owner Materials to McClure for purposes of performing the Services and otherwise in performance of this Agreement. Owner further represents and covenants that: (1) it will fully cooperate with McClure in the performance of the Services and provide such Owner Materials or information as McClure may request to carry out the Services in a timely manner; and ensure that such Owner Materials are complete and accurate (notwithstanding any contrary disclaimer as to completeness or accuracy set forth in a separate writing by Owner) and that McClure shall be entitled to rely upon the Owner Materials; (2) the Owner Materials do not violate or infringe upon any third party's intellectual property; and (3) McClure shall at all times have access to the Project site. A TO may contain additional warranties by Owner.

5. Construction Staking. With respect to any survey or similar Services to be delivered pursuant to a TO Owner acknowledges and agrees:

- a. Given the nature and the value of the construction that may rely on the data points provided by McClure, it is expected and Owner acknowledges that it shall cause that the contractor(s) or subcontractor(s) provide a review of McClure's survey data points for accuracy once they are established and before construction commences. If an erroneous data point is discovered, McClure shall be notified immediately and be given an opportunity to review the data and field markings and to make corrections if needed.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

- b. McClure shall not be responsible for any construction errors as a result of a contractor's or subcontractor's failure to review the field data points prior to construction and/or failure to give McClure an opportunity to make adjustments/corrections as needed.
 - c. Unless otherwise expressly specified in a TO, the Owner has not retained McClure to make detailed inspections or to provide exhaustive or continuous surveying to confirm that construction is consistent with project plans, specifications, or in the location(s) as depicted on the plans.
6. **Opinions of Probable Costs.** McClure's opinions (if any) of probable construction costs for a Project will be made on the basis of its experience, qualifications, and general familiarity with the construction industry. McClure, however, has no control over the cost of labor, materials, equipment, or services furnished by others, or over any contractor's methods of determining prices, competitive bidding or market conditions, and therefore Owner acknowledges and agrees that McClure cannot and does not guarantee the accuracy of any of McClure's or any of the McClure Parties' opinions of probable construction costs (relative to proposals, bids, or actual construction cost). If Owner requires any assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
7. **Contractor Submittals.** If, as part of any TO, McClure reviews/approves contractor submittals or plans, such as shop drawings, product data, samples and other data, such reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept as reflected in the final documents prepared by McClure (the "**Design Documents**"). Such review/approval shall not concern the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Project's contractor and Owner. McClure shall not be responsible for any deviations from the Design Documents (relative to the contractor submittals/submittals). McClure shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
8. **Construction Observation.** If, as part of a TO, McClure is providing construction observation services for a Project, McClure shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or any subconsultant's work and to determine if the work is proceeding in general accordance with the Design Documents. Neither McClure nor any other of the McClure Parties is a contractor and they therefore shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work or the safety of the worksite. Further—
- a. McClure shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
 - b. McClure shall not be responsible for the acts or omissions of any contractor.
 - c. McClure neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
 - d. McClure shall not be responsible for any decision made regarding the construction contract

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by McClure.

- e. Owner has not retained McClure to make detailed inspections or to provide exhaustive or continuous project review and observation services.

9. Design Without Construction Phase Services. If McClure is not retained for construction observation and/or on-site resident observation services under a TO for a particular Project, McClure shall have no design, shop drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. Owner waives all claims against McClure that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

10. Underground Utilities. Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Owner or its contractors/subcontractors. The information the Owner must rely on from various utilities and other records may be inaccurate or incomplete. Owner agrees to indemnify, defend, and hold harmless McClure for all claims, losses, costs and damages arising out of the location of underground utilities with respect to any Project.

11. Subsurface Conditions. Owner is advised to commission a third party to conduct soil and/or subsurface testing and analysis to provide information to the Owner and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction. McClure cannot and does not warrant or guarantee that the testing or other information provided in any case is reflective of all subsurface conditions that may be encountered, or the extent to which subsurface conditions such as soil properties, groundwater, rock, and other variations thereof, may vary from location to location throughout subsurface construction. Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price, schedule, and the TO, and McClure shall be held harmless from issues arising out of any unseen and/or actual subsurface conditions.

12. Hazardous Materials—Indemnification. McClure does not provide environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmentally damaging substances. Owner is aware of the potential liability if toxic, hazardous or environmentally damaging substances are found on, in or under real property. McClure makes no representations regarding an environmental site assessment and relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination of whether to make an environmental site assessment on the subject property.

13. Permits and Approvals. As part of a TO, McClure may assist the Owner in applying for those permits and approvals required by law for projects similar to the Project for which McClure's services are being engaged under the TO. If so, specified as part of the TO, such assistance may consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction with respect to the Project. Any assistance beyond the foregoing (including, without limitation, special studies, special research, attendance at meetings with public authorities, special testing or special

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

documentation not usually and customarily required for the Project type) shall only be provided if so expressly identified in the TO and such assistance shall be limited to that TO.

14. Code Compliance. If as party of the TO McClure agrees to conduct code compliance, McClure shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date the TO is executed. Any design or other changes made necessary by newly enacted laws, codes and regulations after the TO execution date entitle McClure to a reasonable adjustment in the schedule and additional compensation.

15. General.

- a. **Additional Services.** If either party wishes to change the scope or performance of the Services set forth in a particular TO, it shall submit details of the requested change to the other party in writing. McClure shall, within a reasonable time after such request, and based on the information known to McClure at the time, provide a written estimate to Owner of: (1) the time required to implement the change; (2) any necessary variations to the fees and other charges for the Services arising from the change; (3) the effect of the change on the Services; and (4) any other impact the change might have on the performance of this Agreement. Promptly after delivery of the written estimate to Owner, the parties shall negotiate and agree in writing on the terms of such change in the scope of performance of the Services and fees and related expense due McClure (a “**Change Order**”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. In addition, any Deliverables or other Services not specifically set forth in a TO (or its corresponding Change Order), requested by Owner from time to time, or that may be required during construction or otherwise which were not contemplated when the original scope of work was agreed to when the TO was signed (which McClure, in its discretion, agrees to provide) shall be billed by McClure to Owner, and paid by Owner, on a time and materials basis, based on those prices and rates then in effect at the time the Services are provided. In such case, Owner recognizes that Project schedules may need to be adjusted accordingly, at Owner’s cost and expense and that McClure may be required to prepare or install additional field data points, drawings, specifications and other documents required to address the changes in the scope of works as necessary to satisfactorily complete the Project.
- b. **Indemnification.** Owner will indemnify, defend, and hold harmless McClure and all other McClure Parties from any and all liabilities, losses, damages, costs or expenses, including, but not limited to, attorneys’ fees and legal costs and expenses incurred by the McClure Parties, which arise from: (1) a breach of representation, warranty, covenant or other breach of this Agreement by Owner; (2) Owner’s or any one or more of its officer’s, director’s, member’s, partner’s, agent’s, employee’s, consultant’s, representative’s, parent’s, subsidiary’s, agents, or its other affiliate’s negligence, gross negligence, willful misconduct, or violation of applicable law; and/or (3) the use of the Owner Materials.
- c. **Limitation of Liability.** McClure will not be liable with respect to the corresponding TO for punitive, special, indirect, incidental or consequential damages incurred or suffered by Owner or arising from any of the McClure Parties’ performance under this Agreement (including any TO) even if such Party was advised of or could have foreseen the possibility of such damages. In no event will McClure’s aggregate liability arising out of or related to a TO governed by or otherwise arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), indemnity or otherwise,

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

exceed: (1) ; or (2) the total of the fees paid to McClure by Owner under the applicable TO, if any, within the past six (6) months, whichever is greater.

- d. **Betterment.** If during construction of a Project or otherwise in connection with the delivery of Services it is discovered that one or more components or data points are required or desired that were not in McClure's original Deliverables, Services or TO, McClure shall not be responsible for paying the cost required to add such components or data points. In no event shall McClure be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the Project or Owner (beyond what is expressly contemplated under the subject TO).
- e. **Mediation of Disputes; Process if Mediation Not Successful.** In the event a dispute arising out of or relating to this Agreement is not resolved by informal negotiations within thirty (30) days (or any mutually agreed extension of time) after either Party requests such negotiations, then the matter in controversy, at the written request a Party, delivered to the other, will be subject to non-binding mediation in Des Moines, Iowa. The Parties will mutually determine the mediator by selecting from the list of mediators obtained from the American Arbitration Association (AAA). If the Parties are not able to agree on the mediator, the AAA will select the mediator. Each Party will bear its own costs and expenses with respect to the mediation, including one-half of the fees and expenses of the mediator. This paragraph will not be read to constitute an agreement to agree, nor does it impose an obligation to negotiate in good faith upon either Party. In the event that the Parties do not resolve any dispute through mediation, Owner irrevocably submits to the jurisdiction of the state or federal courts sitting in Des Moines, Iowa in any action or proceeding arising out of or relating to this Agreement, and submits to the personal jurisdiction of such courts, and agrees that all claims in respect of such action or proceeding may be heard and determined in such courts. Owner irrevocably waives any objection, which it may now, or in the future, have to the bringing of any such action or proceedings in such courts. Notwithstanding the foregoing, this Section shall not delay McClure's ability to immediately pursue formal collection of fees, expenses, and other amounts due and owing hereunder.
- f. **Governing Law.** This Agreement is made in the State of Iowa and will be governed in accordance with the laws of the State of Iowa without reference to conflict of law principles.
- g. **Waiver of Jury Trial.** Each of the Parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement will inure to the benefit of, and be binding upon, the Parties to this Agreement, together with their representatives, successors and assigns. Notwithstanding the foregoing, McClure may subcontract any portion of the Services under this Agreement (including any TO) without the prior written consent of the Owner. Furthermore, McClure may assign its rights hereunder to a successor in interest, including any person who acquires all or substantially all of its assets or otherwise acquires its business as a going concern, upon written notice to Owner. No assignment or delegation (including any subcontracting of Services) relieves the Owner or McClure of any obligations under this Agreement.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

- i. **Severability.** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
- j. **Term of this Agreement.** This Agreement begins on the Effective Date and shall be for five (5)-year period (“**Initial Term**”). This Agreement (and its terms and conditions) shall automatically extend for additional one (1)-year periods (each, a “**Renewal Term**”) unless either party notifies the other party in writing of such party’s intent not to renew the Agreement at least thirty days prior to the expiration of the then current term. The period beginning on the Effective Date through expiration or earlier termination of the Initial Term and each Renewal Term, if any, is referred to as the “**Term.**”
- k. **Payment Terms.** Owner agrees to pay each invoice for Services and/or costs incurred thirty (30) days from the date of the invoice. McClure reserves the right to cease work and to stop providing Services if any amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable attorneys’ fees) and will bear interest at the rate of one and a half percent (1.5%) per month or any fraction of a month until all outstanding amounts are paid. In addition to all other remedies available under this Agreement or at law (which McClure does not waive by the exercise of any rights hereunder), McClure shall be entitled to terminate the applicable TO, terminate this Agreement in its entirety and/or suspend the delivery of any Deliverables or performance of any Services if Owner fails to pay any amounts when due hereunder and such failure continues for seven days following written notice thereof. Written notice shall be provided consistent with Section 15(q) of this MSA. Any subsequent failure to timely pay any amounts when due hereunder within a successive 12-month period following the delinquency shall entitle McClure to immediately terminate the applicable TO or this Agreement or suspend any further delivery of Deliverables or performance of any Services hereunder. Owner shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with McClure, whether relating to McClure’s breach, bankruptcy or otherwise.
- l. **Termination of This Agreement.**
 - i. **For Convenience.** This MSA may be terminated at any time, and without cause, by McClure providing Owner with written notice at least thirty (30) calendar days prior to the intended termination date.
 - ii. **For Breach.** Either Party may terminate this MSA if the other Party has materially breached the requirements of this Agreement and the breach is not cured within ten (10) business days after receipt of written notice of the breach from the Party alleging the breach. The notice must set out the specific breach and the steps required to cure the breach. The non-breaching Party may, at its option, terminate this Agreement by written notice of termination to the breaching Party after the expiration of the ten (10)-day period specifying the date of termination (which shall be immediate) if the breaching Party has not timely cured.
 - iii. **Payment of Fees Upon Termination.** All fees, expenses and other sums due McClure shall be paid in full by Owner within thirty (30) days of the termination date specified in any notice of termination. McClure may withhold any Deliverables or other Services due to Owner until such time as all fees, expenses and other sums due McClure have been paid by Owner.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

- iv. **Material Modification, Termination of a TO.** Any material modification to the obligations of McClure under a TO will require a written amendment executed by an authorized representative of each Party. Except in the event of nonpayment of invoices, which is governed by Section 15(k) of this MSA, no TO or termination thereof shall terminate this MSA. In the event this MSA is duly terminated, any TO created pursuant to this MSA shall terminate. In no event will a TO created pursuant to this MSA exist past the Term.
- m. **Survival of Certain Portions of this Agreement.** In the event of a termination, the Parties will carry out all provisions of this Agreement which require continued performance or survive termination, including, but not limited to, indemnification, fulfilling warranty or confidentiality obligations, and obligations to complete, and to pay for, work performed through and until the date of termination. Termination also will not affect any liability or obligation arising prior to termination, including, but not limited to, any loss or damage caused by a breach of this Agreement.
- n. **Compliance with Laws.** Each Party covenants to comply with all applicable local, state, and federal laws, regulations and orders in the performance of its obligations under this Agreement.
- o. **Modification and Waiver.** No modification of this Agreement is effective unless signed by McClure and Owner, and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the non-breaching Party. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement.
- p. **Force Majeure.** McClure shall not be liable or responsible to Owner, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of McClure, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- q. **Notices.** All notices will be in writing and deemed given when personally delivered or one (1) business day after being sent to the recipient Party by an overnight courier, or three (3) business days after being sent postage prepaid by certified or registered mail, return receipt requested. All notices should be sent to the recipient Party's designated mailing address set forth above (or such alternative mailing address designated in writing under any TO or otherwise designated in a notice duly delivered to the recipient Party).
- r. **Counterparts.** This MSA (together with any corresponding TO) may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or other electronic means shall be binding and enforceable for all purposes.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA
EXHIBIT A

- s. **Authority.** Owner represents and warrants that the person or persons signing this MSA on behalf of Owner has authority to bind Owner and all actions have been taken to authorize such person or persons executing this Agreement to do so.
- t. **Complete Agreement.** This Agreement (inclusive of with any TO governed hereunder) is the exclusive and entire agreement negotiated between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. Neither Party will be bound or liable to the other Party for any representation, promise or inducement made by any agent or person in the other's employ that is not embodied in this Agreement. The provisions of this MSA will control over any conflicting provisions in a TO, except to the extent that a provision of this MSA specifically states that a TO may provide different terms. A TO may contain additional terms, provided that such additional terms do not conflict with the provisions of this Agreement.
- u. **Agreement Negotiated.** Each Party has had opportunity to participate in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more of provisions of this Agreement.
- v. **Lien Rights.** McClure expressly reserves all rights to pursue mechanic's or design professional lien rights and nothing herein or hereafter executed shall modify, reduce or obviate same or delay enforcement of same unless McClure expressly and specifically duly waives any such rights in writing.
- w. **Promotional Use.** Notwithstanding anything herein to the contrary, the Parties agree that McClure may use Owner's name, logo, examples of materials delivered or proposed and web screen shots in McClure's promotional materials. Owner shall provide professional credit for McClure in Owner's promotional materials for any Project.
- x. **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 McClure or any other of the McClure Parties. McClure's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against McClure or any other of the McClure Parties because of this Agreement or the performance or nonperformance of services hereunder.
- y. **Exhibits.** The exhibit(s) attached hereto are incorporated by reference herein.

EXHIBIT 'C-1'

FEDERAL AND STATE ELIGIBLE PROJECTS

The following is a list of projects and services that subject to Federal and State funding, may be included under this Agreement. The services provided by the **CONSULTANT** shall not be limited to the projects and services outlined below.

1. Airport master planning
2. Airport strategic planning
3. Airport layout planning

Additional on-call engineering planning services will be provided as needed over the next five (5) years.

EXHIBIT 'C-2'

NON-FEDERAL AND NON-STATE ELIGIBLE PROJECTS

The following is a list of projects and services that, subject to funding, may be included under this Agreement. The services provided by the **CONSULTANT** shall not be limited to the projects and services outlined below.

1. Land use planning
2. Zoning review
3. General airport planning

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA

Exhibit D
Owner's Additional Responsibilities to McClure

OWNER shall do the following in a timely manner so as not to delay the Services of McClure:

1. Designate in writing a person to act as Owner's representative with respect to the Services to be rendered under this Task Order. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's decisions with respect to McClure's Services for the Project.
2. Provide to McClure all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish to McClure copies of all design and construction standards which Owner will require in the drawings and specifications.
3. Assist McClure by delivering to McClure all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for McClure to enter upon public and private property as required for McClure to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by McClure, obtain advice of an attorney, accountant, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of McClure.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to McClure whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of McClure's services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for Services as agreed to in this Task Order or Agreement.

Exhibit F

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING
CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS.....	3
CIVIL RIGHTS – GENERAL.....	3
CIVIL RIGHTS – TITLE VI ASSURANCES.....	3
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	6
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....	6
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970	6
RIGHT TO INVENTIONS.....	6
SEISMIC SAFETY.....	7
TAX DELINQUENCY AND FELONY CONVICTIONS	7
TRADE RESTRICTION CERTIFICATION	7
VETERAN’S PREFERENCE	8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING	9
EQUAL EMPLOYMENT OPPORTUNITY (EEO).....	9
PROHIBITION OF SEGREGATED FACILITIES	10
TERMINATION OF CONTRACT	11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION.....	12
-------------------------------	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.....	13
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....	14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL	15
---	----

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS	15
DISADVANTAGED BUSINESS ENTERPRISE	15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

This Page Intentionally Left Blank

2025-

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR
EMPLOYEE APPRECIATION**

WHEREAS the City Council of the City of Marshalltown, Iowa desires to continually improve and sustain the city's organization and services by maintaining a successful workforce; and

WHEREAS, the City Administrator has recommended a policy for expenditure of an annual amount not to exceed \$2,000 for an annual breakfast to recognize the contribution of staff in providing services to the Marshalltown community; and

WHEREAS, the City Council of the City of Marshalltown feels the hard work of employees and recognition of this hard work is in the public's interest, and the dedication of city employees is instrumental in providing excellent services; and

WHEREAS, the City Council of the City of Marshalltown is of the opinion it is good public policy to recognize employees for their contributions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MARSHALLTOWN, IOWA, that the City of Marshalltown hereby approves the annual expenditure of an amount not to exceed \$2,000 for an annual employee recognition breakfast.

Passed this _____ day of January 2025, and signed this _____ day of January 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

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

TO: Mayor & City Council
FROM: Carol Webb, City Administrator
DATE: January 13, 2025
RE: Proposal to use Public Funds for an Annual Employee Recognition Breakfast

Description/Background:

I am proposing that City Council adopt a resolution allowing an annual expenditure of public funds not to exceed \$2,000 to provide for an annual employee recognition breakfast.

The City may legally use public funds for employee recognition and appreciation if there is a defined public purpose and safeguards are put in place so that funds used are not excessive or are used irresponsibly. Guidelines and safeguards included in the proposed resolution are 1) a limit on the amount of funds that can be spent (\$2,000 annually), 2) what the funds will be spent on (an annual recognition breakfast), and 3) a statement of how the public benefits from the expenditure (that appreciating the work of employees improves morale and engagement and results in better public services).

Should Council approve of the proposal, staff will bring forward a resolution at the next Council meeting.

CITY COUNCIL

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



TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: June 12, 2023
RE: Downtown Phase – East Main St & Center St – Next Steps

Strategic Plan 2023:

- ☒ 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.

2023 Plan Objective: Plan for and Construct New Infrastructure; Invest in Downtown Redevelopment; Identify public projects where aesthetics can be enhanced through functional improvements; Plan and fund improvements to City's infrastructure; Utilize the Arts and Culture Master Plan to partner with the Arts & Culture Alliance on projects and initiatives

2025 Plan Objective: Two of the "High Priority" Goals established included:

- Continue Implementing Downtown Master Plan
- Create Sprinkling Incentive Program for Downtown

Recommendation: Review options to provide for public/private partnership to increase opportunity for providing lower cost access to connecting to fire protection downtown.

Budget Impact: Depends on council direction.

Description/Background: City council met on June 12th, 2023 to discuss several aspects of the next phase of the downtown implementation plan, E Main St & Center St Reconstruction. Access to fire lines was one of the discussion items and council directed staff to further review and discuss with property owners and Marshalltown Water Works to bring back information at a future council meeting.

Following that meeting, Chief Ryerson met with Marshalltown Water Works to discuss fire lines downtown. MWW was concerned about having dead-end stubs that were not active – concerns about future utility hits, as well as who would pay for them.

Since that time, the design team has worked with Marshalltown Water Works and Chief to find an agreeable option to move forward with.

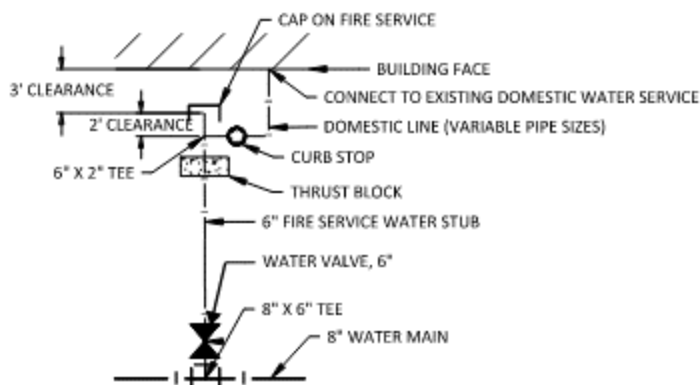
CITY COUNCIL

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



To address the concern of the quantity of dead-end or non-active water service lines, we've made the following suggestions:

1. When fire service is not desired by the property owner at this time and where possible, go ahead and pull the domestic service off the fire service approximately 5-ft outside the building to prevent all but about 2-feet from being a non-active service. This would allow a future connection to only disturb pavement immediately outside the face of the building and some sidewalk without the need to get into the street. This configuration with the split outside the building is the current MWW preferred configuration for ALL customers that are putting in new fire services today.



2. When multiple adjacent buildings do not desire fire service today, look at stubbing out a single line at the property line that would allow connection by either (or both) of the property owners in the future. Chief confirmed that it is common and acceptable to share fire service lines. This is why we are proposing 6-in stubs when many fire lines today may only be 4-inch. There are currently multiple building on Main St that share a single fire service line stub.

The attached table summarizes the buildings downtown adjacent to this project, current fire service lines, what property owners have expressed interest or curiosity, and an estimated cost of installing the water main materials for each configuration. A few summary points:

- There are two 4-inch fire services and eight 6-inch fire services active today.
- Three property owners have expressed interest in adding a fire line to their building with this project.
- Another three property owners have inquired and are considering whether they want to add a fire line to their building with this project.
- When reviewing remaining non-fire-service-line served buildings, the design team estimated another 10-13 lines that council could consider installing with this project to open up possibilities for future connections in a more cost effective / easier manner.

Staff would like direction from council on potential cost share terms for those interested in connecting with this project and direction on potential terms for connection fees in the future if the city were to invest/install fire service lines today that a building would connect to in the future.

CITY COUNCIL

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



FROM JUNE 2023 COUNCIL

7) Discussion Item E: Building Improvements / Assistance – Fire Lines

Several downtown buildings do not have fire line connections to water main. Over time, as redevelopment of these buildings, especially upper story conversions and uses occur – a sprinkler system is needed to meet code. The connection to provide a fire line can be costly as water main is located under the street. If connections are made during the street reconstruction project, this can result in cost savings of the connection and also prevent street excavation/patches in the future.

However, not all property owners currently want or will choose to pay for a connection during this project in case it is wanted/needed in the future. We estimate there are about 12 locations that don't have access to a fire line connection now. Does the council want to set up an option or incentive for connection now?

Estimated Cost – It would cost an estimated \$144,000 to provide fire line stubs in select locations that would allow for future connections without excavating in the street. (inc in budget impact)

Potential Direction on Discussion Item E –

- a. City offers opportunity for Property Owner to connect concurrently with this project with fire line at their cost; street work at City Cost
- b. City install stubs at City Cost
 - i. Option to set up future connection fee
- c. City offer option/incentive to Property Owners to provide stub or connection concurrently with this project
 - i. Partial cost share
 - ii. Voluntary Multi-Year Assessment



Water Service Tabulation

Address		Existing Fire Service	Fire Service Size		Add Fire Service	Internal Fire Service	External Fire Service
			4"	6"		6"	6"
1	E Main Street	Yes		X	N/A		
4	E Main Street	Yes		X	N/A		
8	E Main Street	No			Yes		X
10	E Main Street	No			Yes	POTENTIAL	POTENTIAL
14	E Main Street	Yes			No		
16	E Main Street	Yes		X	N/A		
20	E Main Street	No			Yes	X	
24	E Main Street	Yes		X	N/A		
26	E Main Street	No			Yes	X	
30	E Main Street	No			Yes		X
32	E Main Street	No			No		
101	E Main Street	Yes			No		
109	E Main Street	No			Yes		X
118	E Main Street	No			Yes		X
119	E Main Street	No			No		
120	E Main Street	No			Yes		X
122	E Main Street	No			Yes	X	
123	E Main Street	No			Yes		X
125	E Main Street	Yes	X		N/A		
128 1/2	E Main Street	No			Yes	POTENTIAL	POTENTIAL
135	E Main Street	No			No		
201	E Main Street	Yes	X		N/A		
210	E Main Street	Yes		X	N/A		
219	E Main Street	No			No		
220	E Main Street	Yes		X	N/A		
221	E Main Street	No			No		
207	E Main Street	Yes		X	N/A		
19	N Center Street	No			No		
22	N Center Street	No			No		
23	N Center Street	No			No		
25	N Center Street	No			No		
27	N Center Street	No			Yes		X
19	S Center Street	No			Yes		X
23	S Center Street	No			Yes	POTENTIAL	POTENTIAL
25	S Center Street	No			No		
27	S Center Street	No			No		
13	S Center Street	No			Yes		X
1	W Main Street	No			Yes		X
2	W Main Street	Yes		X	N/A		
Totals			2	8		6	13

Internal Fire Service - Short Side	
Item	Cost
6" Water Main Valve	\$ 3,500.00
6" Fire Service	\$ 10,000.00
Total Cost	\$ 13,500.00

*Item includes cutting through existing foundation wall, extending pipe inside existing basement, filling in foundation hole and waterproofing opening.

Internal Fire Service - Long Side	
Item	Cost
6" Water Main Valve	\$ 3,500.00
6" Fire Service	\$ 14,000.00
Total Cost	\$ 17,500.00

*Item includes cutting through existing foundation wall, extending pipe inside existing basement, filling in foundation hole and waterproofing opening.

External Fire Service - Short Side	
Item	Cost
6" Water Main Valve	\$ 3,500.00
6" Fire Service	\$ 3,200.00
Total Cost	\$ 6,700.00

*Item includes extending fire service to within 5' of building face and capping for future extension into building by property owner.

External Fire Service - Long Side	
Item	Cost
6" Water Main Valve	\$ 3,500.00
6" Fire Service	\$ 7,200.00
Total Cost	\$ 10,700.00

*Item includes extending fire service to within 5' of building face and capping for future extension into building by property owner.

Fire Service Cost Summary			
Items	Quantity	Cost	Extended Amount
Internal Fire Service - Short Side	5	\$ 13,500.00	\$ 67,500.00
Internal Fire Service - Long Side	1	\$ 17,500.00	\$ 17,500.00
Internal Fire Service Sub-total			\$ 85,000.00
External Fire Service - Short Side	6	\$ 6,700.00	\$ 40,200.00
External Fire Service - Long Side	7	\$ 10,700.00	\$ 74,900.00
External Fire Service Sub-total			\$ 115,100.00
Total			\$ 200,100.00