

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
DECEMBER 23, 2019, 5:30 PM

A. NOTICE TO PUBLIC

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Cahill, Gowdy, Hoop, Isom, Lamer, Martin, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Years Of Service - December

No years of service for this meeting

F. CONSENT AGENDA

1. Approve Minutes For 12/09/2019 And Bill List \$4,522,827.05

Documents:

[2019-12-09_Council-minutes.pdf](#)

[2019-12-23_BillList.pdf](#)

2. Receipt Of Building Permit Report, November 2019

Documents:

[1119.pdf](#)

3. RESOLUTION 2019-330 AUTHORIZING A REFUND OF SEWER FEES TO JBS FOR THE ACTIVATED SLUDGE PLANT IN THE AMOUNT OF \$50,556.44

Documents:

[Res for JBS Activated Sludge Refund.pdf](#)

4. RESOLUTION 2019-331 ACCEPTING AND AWARDING THE QUOTE FOR REPAIRING THE ROOF ON THE GRANDSTAND AT 905 E MAIN STREET FOR THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$80,068.00

Documents:

[Grandstand roof.pdf](#)
[ROOF REPAIR BIDS.pdf](#)

5. RESOLUTION 2019-332 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF, 1997 CHEVY DUMP TRUCK, 1998 CHEVY DUMP TRUCK, 1999 CHEVY WITH PLOW, 2000 CHEVY DUMP TRUCK WITH PLOW, AND 2- 2001 CHEVY DUMP TRUCKS WITH PLOWS

Documents:

[Sample Res Declare Surplus Equipment.pdf](#)

6. RESOLUTION 2019-333 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF TWO 2021 INTERNATIONAL HV507 DUMP TRUCKS FOR THE PRICE OF \$158,847.00 AND \$189,657.00 FROM O'HALLORAN INTERNATIONAL FOR USE IN THE STREET DEPARTMENT

Documents:

[Street truck 2.pdf](#)
[Street truck 1.pdf](#)
[Truck purchase.pdf](#)

7. RESOLUTION 2019-334 APPROVING COMPLETION AND ACCEPTING THE SENIOR CITIZENS BUILDING DEMOLITION PROJECT, BEING PROJECT NO. TOR18006, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$207,557.04

Documents:

[Res of Completion Sr Citizens Bldg Demo.pdf](#)
[Senior Center Pay Request 4 FINAL.pdf](#)

8. RESOLUTION 2019-335 APPROVING SALARY ADJUSTMENT FOR CITY ADMINISTRATOR JESSICA KINSER

Documents:

[12-23-2019_2019-335_Res for Kinser Salary Adjustment.pdf](#)

G. **MOTIONS**

1. Approve FY2021 Budget Schedule Including Special Meetings

Documents:

[Budget schedule for 20-21 updated Dec 18 2019.pdf](#)

H. **RESOLUTIONS**

1. RESOLUTION 2019-336 TO APPROVE THE FAÇADE GRANT APPLICATION FOR 116 W. MAIN STREET (EAST SIDE OF BUILDING), MARSHALLTOWN, IOWA

Documents:

[Resolution to Approve Facade Application for 116 W Main Street.pdf](#)

[Facade Request for Optical Center 2019 East Side.pdf](#)

[FacadeGrantListing Updated Dec 19 2019.pdf](#)

2. RESOLUTION 2019-337 ENDORSING COMMUNITY CATALYST BUILDING REMEDIATION GRANT APPLICATION FOR 35 NORTH CENTER STREET

Documents:

[Res Endorsing Goodman Catalyst App.pdf](#)
[20191204113047028.pdf](#)

3. RESOLUTION 2019-338 SETTING THE RESERVE AND APPROVING THE FORM OF BID FOR THE AUCTION OF 109 SOUTH 1ST AVENUE

Documents:

[Res for Reserve.Form of Bid 109 S1Ave.pdf](#)
[Fire Station Reserve.Form of Bid.pdf](#)

4. RESOLUTION 2019-339 APPROVING LOAN AGREEMENT AND AUTHORIZING THE ISSUANCE OF \$5,065,000 SEWER REVENUE REFUNDING BOND, SERIES 2020

Documents:

[Authorize and Issue Revenue Bond Memo.pdf](#)
[20 Marshalltown Swr Rev Ref 12 14 5.065m Final DS.pdf](#)
[Iss Sewer RevRfdg2020 Marshalltown422742-37-v1.pdf](#)

I. **DISCUSSION**

1. Request For New Construction Incentive For Thompson True Value Project

Documents:

[Memo Thompson Funding Request.pdf](#)

J. **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 meetings laws.

K. **ADJOURN**

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. www.marshalltown-ia.gov

Council Proceedings
December 9, 2019

Mayor Greer called the meeting to order at 5:30 PM, December 9, 2019, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Hoop, Isom, Lamer, Martin. Absent: Gowdy, Wirin. Public Works Director Nickel informed the council the City received the “Smoothness” Award for the S Center Street road improvement project.

CONSENT AGENDA:

Isom moved to adopt the Consent Agenda: Approve Minutes, 11/25/2019, And Bill List \$1,571,518; Approve Renewal Tree Trimmer License - Marshall County Tree Service, Expires 4/19/2020; RESOLUTION 2019-320 APPROVING CONTRACT CHANGE ORDER #3 FOR THE 2017 MANHOLE AND POINT REPAIR PROJECT A DECREASE OF \$15,275.00; RESOLUTION 2019-321 APPROVING CONTRACT CHANGE ORDER #4 FOR THE HIGH STREET DRAINAGE IMPROVEMENTS PROJECT # BLD17001 A DECREASE OF \$28,333.50; RESOLUTION 2019-321 APPROVING CONTRACT CHANGE ORDER #4 FOR THE HIGH STREET DRAINAGE IMPROVEMENTS PROJECT # BLD17001 A DECREASE OF \$28,333.50; RESOLUTION 2019-322 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE HIGH STREET DRAINAGE PROJECT, BEING PROJECT NO. BLD17001, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$1,754,817.30; RESOLUTION 2019-326 AUTHORIZING THE PURCHASE OF A 2011 CASE INTERNATIONAL PUMA 215 MOWING TRACTOR FOR THE STREET DEPARTMENT, FOR THE PRICE OF \$75,250.00; RESOLUTION 2019-327 AUTHORIZING THE PURCHASE OF MEYER 750 BUSHEL MANURE SPREADER FOR THE COMPOST FACILITY, FOR THE PRICE OF \$27,000.00; second by Cahill. Motion carried 5-0.

RESOLUTIONS:

Isom moved to adopt RESOLUTION 2019-328 TO APPROVE THE FAÇADE GRANT APPLICATION FOR 128 E MAIN STREET, MARSHALLTOWN, IOWA, PARCEL 8418-26-457-016, second by Lamer. The project is eligible for 25% reimbursement, not to exceed \$1,895.00. Resolution adopted 5-0.

Lamer moved to adopt RESOLUTION 2019-329 APPROVING A TEMPORARY LEASE OF 109 SOUTH 1ST AVENUE TO THE MARSHALL COUNTY SHERIFF’S OFFICE FOR VEHICLE STORAGE, second by Martin. The temporary month to month lease will not interfere with the city’s intent to sell the building. The lease is for vehicle storage, at a rate of \$100 per month. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-323 APPROVING THE USE OF CAPITAL PROJECT LOCAL OPTION SALES TAX FOR APPRAISAL SERVICES FOR PROPERTIES ADJACENT TO EDGEWOOD STREET, second by Lamer. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-324 APPROVING AN AGREEMENT WITH BOLTON AND MENK FOR THE FINAL DESIGN AND CONSTRUCTION SERVICES FOR WEST END PARK, second by Cahill. The Phase 1 Concept Plan includes Playscape, Sidewalks, Shelter and Rain Garden to address current stormwater issues. Neil Dalal, President of the 13th Street District, thanked the council for supporting the project and announced their fundraising for the shelter is completed, having raised \$75,000. Mark Eaton asked about property acquisition for Phase 2. Resolution adopted 5-0.

Isom moved to adopt RESOLUTION 2019-325 APPROVING BOND PURCHASE AGREEMENT FOR SEWER REVENUE REFUNDING BONDS, SERIES 2020 AND AUTHORIZING REDEMPTION OF OUTSTANDING SEWER REVENUE BONDS, SERIES 2012 AND SERIES 2014, second by Cahill. Larry Burger, Representing Speer Financial, recommended the city accept the proposal for purchase from JP Morgan Chase, Chicago, Illinois, 1.9600% true interest cost, for the total amount of \$5,070,000. Piper Jaffray & Co acted as placement agent. Refunding these bonds saved the city \$139,995.13, net present value \$126,393.24. Resolution adopted 5-0.

ORDINANCES:

Isom moved to adopt the first reading of ORDINANCE 14992 TO AMEND CITY CODE OF ORDINANCES RELATING TO SPECIAL EVENTS AND THE APPROVAL PROCESS FOR OPEN CONTAINERS OF BEER AND WINE AT SPECIAL EVENTS IN SPECIFIED PARK AREAS, PUBLIC WAYS, OR ANY OTHER CITY PROPERTY, second by Martin. First reading failed, 3-2, Lamer and Hoop opposed.

DISCUSSION:

Lamer directed staff to accept the Van Meter’s proposal for action services relating to the sale of 109 S 1st Avenue, second by Isom. Motion carried 5-0.

Kinser present the 3rd Quarter Strategic Plan progress, noting there are many items underway and completed, and recommended extension of some action plans. Isom asked that this be reviewed at the Dec 18 goal setting and recommended a column for deliverables be added to the report.

PUBLIC COMMENT:

There were no public comments.

CLOSED SESSION – PERSONNEL

At 6:05 pm, Cahill moved 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 Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017, second by Isom. Motion carried 5-0.

At 6:42 pm, Lamer moved to enter into open session, second by Isom, motion carried 5-0. Roll call: Present: Cahill, Hoop, Isom, Lamer, Martin. Absent: Gowdy, Wirin. Cahill moved to provide a 2.5% increase retroactive to Kinser's November 2019 anniversary date, with an additional cost of living adjustment, not less than 2.5% on July 1, 2020, second by Martin. Motion carried 5-0..

At 6:43 pm, Isom moved to enter into Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017, second by Cahill. Motion carried 5-0.

At 7:12 PM, Martin moved to enter into open session, second by Cahill. Motion carried 5-0. Roll call: Present: Cahill, Hoop, Isom, Lamer, Martin. Absent: Gowdy, Wirin. Isom moved to proceed as directed in closed session, second by Martin. Motion carried 5-0.

ADJOURNMENT:

Meeting Adjourned at 7:14 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

Advertising

T-R/11 889.29

Buildings/Improvements

Forman.Ford/1 15,381.45

Story.Constr/2 28,224.38

Consulting & Professional Fees

AHLERS.COONEY/2 7,400.47

Bernie.Lowe.Asc/1 2,982.00

Bolton&Menk.Inc/8 44,048.37

Eide.Bailly.LLP/2 19,000.00

Fox.Engrg.Assc/1 2,337.00

Grimes.Buck.Sch/1 2,520.00

HDR.Engrg/2 6,415.91

I.L.E.A./1 150.00

Prime.Point.Inv/1 248.54

RDG.Planning/1 5,781.73

Speer.Financial/2 28,415.00

Story.Constr/2 11,195.33

WHKS.Co/1 5,860.77

Contracts

Aramark.Unfrm/2 39.36

Backflow.Preven/1 100.00

BDH/1 599.00

Bolton&Menk.Inc/2 2,942.50

Cargill.Deicing/1 3,310.13

Central.Square/1 1,221.15

Cntrl.IA.Machin/1 7,497.00

Construct/1 6,650.00

Continental.Fir/1 468.48

Electric.Pump/1 30,894.80

Hunt,M/1 75,250.00

Iowa.One.Call/1 168.50

Lansing.Bros/1 10,377.85

LISKOWIAK,M/1 240.00

M.C.S.D./1 156.12

Marsh.Co.Landfi/4 197.55

MarshallCo.Abst/4 500.00

MCCC/1 620.36

Mtwm.Alarm.Inc./2 650.00

Nutri.Ject.Sys/1 61,302.02

O.C.L.C.Inc/1 939.15

Palmersheim.Equ/2 27,000.00

Premier.Equip/2 190.22

Schendel.Pest.C/3 179.50

Schumacher.Elev/2 440.84

Servicemaster/1 1,772.00

Sje.Rhombus/1 2,500.00

Stericycle.Inc/2 121.59

Stone.Sanit/1 115.56

Unique.Mgmt.Svc/1 107.40

Woodman.Control/1 1,100.00

Debt Service

UMB.Bank.NA/20 3,239,404.89

Equipment

Racom.Corp/1 14,479.50

Library Books

Baker.Taylor/27 1,796.59

BRODART.CO/8 1,461.72

Cengage.Learng/11 805.83

Diamond.Lake/1 344.25

Findaway.World/1 211.95

MicroMarketing./6 787.76

Midwest.Tape/1 942.33

OVERDRIVE,INC./2 225.00

PENWORTHY.CO/1 292.00

Proquest.Info/1 1,006.72

Stericycle.Inc/2 135.00

Medical

Back.Resort/1 5,454.17

Unity.Point.Clc/4 126.00

Payroll.Deductions

American.Educa./1 64.41

AXA/1 325.00

Carolina.Woven/2 128.41

Collection.Svs./5 1,325.16

Colonial.Life/1 413.55

Fidelity.Securi/2 393.73

I.R.S./6 84,292.32

IA.Treasurer/4 18,763.00

ICMA.457/10 12,256.72

IUPAT.PPME/1 944.28

Streichers.Inc/4 39.96

Teamsters238/2 1,781.08

Texas.Child.Sup/2 252.57

TotalAdmin.Serv/4 8,425.03

Payroll.Net

Payroll/1 294,835.66

Refund/Reimbursed

Baker.Taylor/10 228.65

Bowers,C/1 40.04

BRODART.CO/3 417.32

Haughey,E/1 104.72

IA.Treasurer/1 -14.00

Jabit,J/1 10.95

Kunch,C/1 27.99

Laville,J/2 201.94

Rodgers,J/1 212.52

Youngblood,J/1 329.56

Zahnd,S/1 363.44

Service/Repairs

AG.LIME.TRUCKG/2 4,068.00

Airgas.U.S.A./1 34.90

Am.Library.Asc/1 225.00

Backflow.Preven/1 4,100.00

Beecken,H/2 1,095.00

Belin,T/1 21.00

BG.HVAC.INC/2 196.00

Brycon,LLC/1 7,078.13

Century.Link/25 230.12

Centurylink.ld/6 13.39

Construct/1 232,739.02

Devig,T/40 3,687.35

FINCO.TREE.WOOD/1 23,796.00

Gale-Hazen,E/1 105.00

Gale-Hazen,K/1 247.50

Hartwig.Plmbg/11 4,051.56

Heart.of.Iowa/6 2,640.46

Ia.State.Reserv/1 220.00

IA.Treasurer/2 16,121.00

Language.Line.S/1 87.75

Ledford,M/7 3,245.00

LISKOWIAK,M/1 1,940.00

BILL LIST, 12/23/2019

M.Co.Recorder/2	178.00	Special.Olympic/1	1,100.00
Marco.Holdings/1	52.50	Storey.Kenwrthy/1	360.00
McAtee.Tire/8	1,298.80	Streichers.Inc/1	70.00
Mediacom/3	1,060.86	Theisens.Supply/6	392.81
Sandry.Fire.Sup/1	58.50	Tri.State.Lock/1	8.00
Schumacher.Elev/1	848.00	University.Bind/1	175.00
Unity.Point.Clc/3	45.00	USPCA.Reg.21/2	200.00
USPCA.Reg.21/1	100.00	Xcessories.Sqrd/1	174.56
Verizon.Wireles/5	477.65	Travel/Training	
Zamora,R/1	60.00	Ash,S/1	141.80
Supplies/Parts		Cruchelow,J/1	37.12
AHLERS.COONEY/1	70.00	Nickel,J/1	91.90
Ames.Lib.Found/1	2,152.00	Utilities	
Arnold.Motor.Su/14	435.67	AlliantEnergy/42	36,100.63
Backflow.Preven/1	150.00	Consumr.Energy/2	124.67
Baker.Taylor/14	756.29	Total/576	4,522,827.05
Barco.MuniProd/2	633.14		
BDH/5	11,513.05		
BG.HVAC.INC/1	910.00		
Bound.Tree.Medi/1	176.47		
Bowermaster,D/1	29.09		
Browns.Shoe.Fit/1	153.00		
Capital.City.Eq/1	231.84		
Central.Office./5	63.09		
Cessford.Constr/2	1,538.67		
CHILD.ABUSE.PRE/1	25.00		
City.Laundering/3	196.01		
Cntrl.IA.Farm/1	82.10		
Concrete/4	939.02		
DEMCO.INCORP./2	886.83		
Diamond.Vogel/1	188.87		
Eastern.Blinds/1	320.00		
Electric.Supply/1	89.94		
Emerg.App.Maint/1	1,680.00		
Engineered.Equi/2	2,998.27		
Fastenal.Co/4	218.31		
FBINAA/1	130.00		
Galls.LLC/15	1,436.52		
Gervich.Sons/1	38.00		
Gillig.LLC/3	315.92		
Graymont.Lime/1	5,322.75		
Hach.Co/1	4,262.00		
Hartwig.Plmbg/1	154.98		
Hawkeye.Truck/1	9,370.00		
IA.Pump.Works/1	5,204.23		
IA.Wholesale.Su/1	41.54		
Jensen.Inc/1	407.36		
McAtee.Tire/5	3,698.86		
Menards/6	128.10		
Midland.Scienti/3	573.58		
Midwest.Breath/1	21.48		
Napa.Auto/5	230.64		
Nelson.Fab/1	54.73		
Noble.Medical/1	586.44		
Nutrien.Ag.Sol/3	2,585.00		
Office.Express/1	6.99		
Oreilly.Automot/2	22.96		
Racom.Corp/1	186.00		
Schumacher.Elev/1	105.92		
Shetler,D/1	15.00		
Sho.Biz Inc/3	228.68		
Spahn.Rose.Lmbr/1	25.69		

BUILDING REPORT FOR THE MONTH OF NOVEMBER 2019

MARSHALLTOWN
I O W A

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
25251	Ciro Dilorio	901 North 3rd Avenue	Demolish Canopy					\$25
25252	Robert Stahlin	1721 Country Club Ln.	New Garage			\$13,000		\$223
25253	Shane Ecklor	108 North 3rd Avenue	New Building				\$380,000	\$2,674
25254	Jesus Villa	207 South 6th Street	Demolish Dwelling					\$25
25255	City of Marshalltown (storm)	310 Bromley Street	Demolish Dwelling					Fee Waived
25256	City of Marshalltown (storm)	103 North 3rd Ave.	Demolish Dwelling					Fee Waived
25257	City of Marshalltown (storm)	105 North 6th Street	Demolish Dwelling					Fee Waived
25258	Wells Fargo (storm)	102 S. Center Street	Demolish Building					\$25
25259	Steven Schmidt	411 South 12th Street	New Shed			\$5,000		\$111
25260	Commonbond Communities	134 East Main Street	Alter Building				\$10,000	\$181
25261	Alexa McCulley	1001 Kester Road	New Dwelling/Garage	\$290,000				\$2,134
25262	Yesway	1701 Iowa Ave. East	Alter Building				\$74,000	\$812
25263	Steve Ames	206 North 1st Avenue	Alter Dwelling		\$15,000			\$265
25264	Denny Gray (storm)	207 East Main Street	Demolish Por. Bldg.					\$25
25265	Denny Gray (storm)	207 East Main Street	Alter Building				\$15,000	\$251
			TOTALS:	\$290,000	\$15,000	\$18,000	\$479,000	\$6,751
			TOTAL IMPROVEMENT AMOUNT: \$802,000					
				Units	Permits	Permits	Permits	Demo Permits
Scott A. Riemenschneider, Chief Building Official			# OF PERMITS:					

Building Division Improvement Value & Fee Summary - Nov. 2019

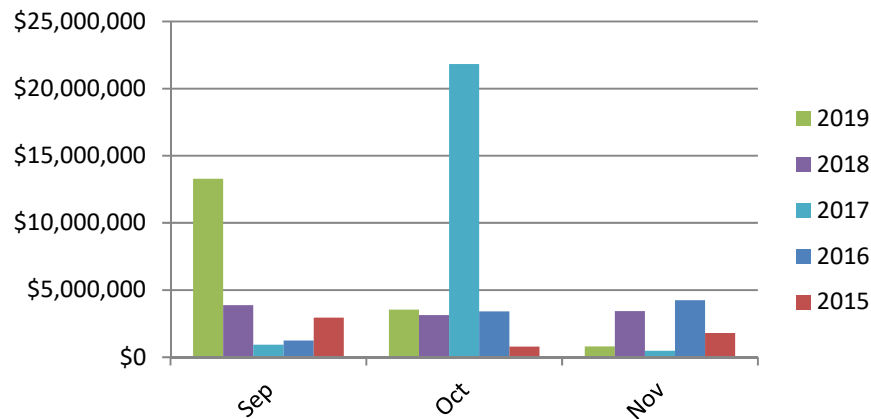
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
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		\$33,102,000
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		\$32,486,000
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		\$43,088,000
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		\$18,975,000
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		\$22,750,000

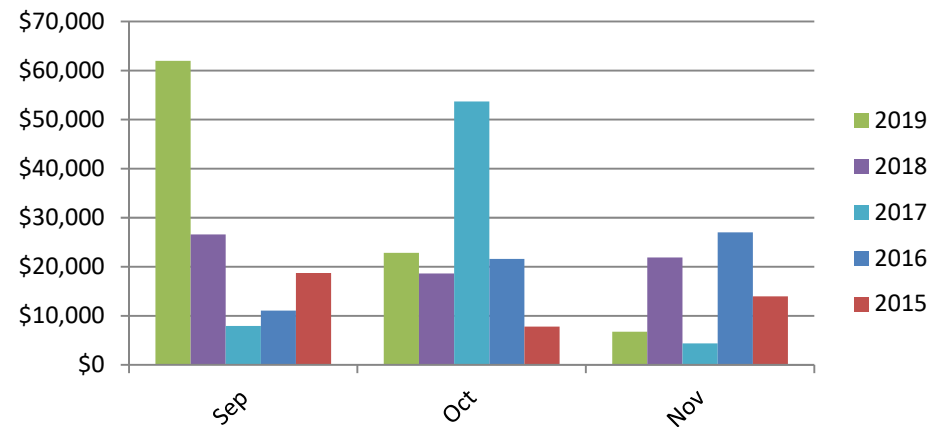
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308	\$16,389	\$15,200	\$6,479	\$61,975	\$22,847	\$6,751		\$202,712
2018	\$1,114	\$10,996	\$3,815	\$17,067	\$9,589	\$3,038	\$17,654	\$57,378	\$26,618	\$18,654	\$21,900		\$187,823
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400	\$10,063	\$5,237	\$5,075	\$7,933	\$53,706	\$4,385		\$176,578
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500	\$1,553	\$6,946	\$5,912	\$11,069	\$21,606	\$27,022		\$132,201
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787	\$34,441	\$11,625	\$18,742	\$7,793	\$13,969		\$151,407

Total Improvement Value Comparison



Total Fees Received Comparison



**RESOLUTION AUTHORIZING A REFUND OF SEWER FEES TO JBS FOR THE
ACTIVATED SLUDGE PLANT IN THE AMOUNT OF \$50,556.44**

WHEREAS, the City of Marshalltown through Marshalltown Water Works bills customer for sewer fees which are set by the Code of Ordinances; and

WHEREAS, JBS made changes to their activated sludge plant in 2015 which resulted in the removal of a sanitary sewer connection; and

WHEREAS, the sanitary sewer charges continued to be charged to account# 002-0040-01 until corrected in November 2019; and

WHEREAS, JBS and the City of Marshalltown agree that the charges dating back to March 2015 total \$50,556.44;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that a refund to JBS in the amount of \$50,556.44 is to be processed by the Finance Department.

Passed this 23rd day of December, 2019 and signed this ____ day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Ed Wyllie

304 N 11th Ave

IA 50158

Estimate

Date	Estimate #
12/16/2019	317

Name / Address
City of Marshalltown c/o Dave Daters

Project

Description	Qty	Rate	Total
Pro Rib 40yr Steel Panels (20')	385	66.69	25,675.65
J-Channel	80	7.99	639.20
2" x 4" x 14'	60	7.49	449.40
Steel Cutter Screws, Tapcons, Caulking	1	3,303.75	3,303.75
Install Labor	1	50,000.00	50,000.00
All materials are to be provided by City of Marshalltown, Inside n Out Construction proposes to furnish partial materials and installation labor for the fee of (\$53,303.75). Inside n Out respectfully requests this amount be paid in 2 increments, one prior to construction, 25% (\$13,325.94) and the remaining balance 75% (\$39,977.81) at the time of completion.		0.00	0.00
Thank you for your business.		Total	\$80,068.00

Jeffs Construction and Painting

515 N 3rd St

~~IA~~ COON RAPIDS, IA 50058

Estimate

Date	Estimate #
12/13/2019	1

Name / Address
Marshalltown Public Works 1001 E Main St Marshalltown, Ia 50158

Project

Description	Qty	Rate	Total
Rib Steel Panels	340	85.00	28,900.00
Lumber	50	12.89	644.50
Steel Trim	60	6.89	413.40
Tapcons and Self Tapping Screws	1	2,000.00	2,000.00
Labor Charge	32,491.1	2.00	64,982.20
Trip Charge 62 mile @ 30 days	1,240	0.43	533.20
		Total	\$97,473.30

Edwards Construction

306 E 13th Ave, *MARSHALLTOWN*
IA 50158

Estimate

Date	Estimate #
12/13/2019	1

Name / Address
Public Works 1001 E.Main St Marshalltown, Ia 50158

Project

Description	Qty	Rate	Total
Steel Panels	345	82.00	28,290.00
Screws	1	3,000.00	3,000.00
Lumber	1	2,500.00	2,500.00
Labor	33,790	2.00	67,580.00
		Total	\$101,370.00

RESOLUTION ACCEPTING AND AWARDING THE QUOTE FOR REPAIRING THE ROOF
ON THE GRANDSTAND AT 905 E MAIN STREET FOR THE CITY OF MARSHALLTOWN,
IOWA IN THE AMOUNT OF \$80,068.00

WHEREAS the City of Marshalltown, Iowa, requested quotes from various contractors, for labor and supplies, therefore,

WHEREAS Ed Wyllie, submitted a low quote of \$80,068.00 delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Quote Amount</u>
Ed Wyllie Marshalltown, IA	\$80,068.00
Jeff's Construction & Painting Coon Rapids, IA	\$97,473.30
Edwards Construction Marshalltown, IA	\$101,370.00

After consideration of all quotes filed, it was determined by the Council that the quote of Ed Wyllie is the best and lowest responsible quote as is herein outlined.

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

That the quote of Ed Wyllie for providing repair to the Grandstand roof in the City of Marshalltown, Iowa, in the amount of \$80,068.00 is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to approve and execute the contracts on behalf of the City of Marshalltown, Iowa.

Passed this 23rd day of December 2019, and signed this ____ day of December 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING SALE AND DISPOSAL THEREOF, 1997 CHEVY DUMP TRUCK, 1998
CHEVY DUMP TRUCK, 1999 CHEVY WITH PLOW, 2000 CHEVY DUMP TRUCK
WITH PLOW, AND 2- 2001 CHEVY DUMP TRUCKS WITH PLOWS**

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

WHEREAS the City is the sole owner of the equipment listed in Section 1 which is to be declared surplus property; and

WHEREAS this surplus property should be disposed of or sold to raise additional revenue and prevent the further decline in value thereof prior to sale; and.

WHEREAS the disposal of excess property is in the best interests of the City of Marshalltown.

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

Section 1. The property listed below is hereby declared as surplus property:

<u>Asset Id</u>	<u>Description</u>
3889	1997 Chevy dump w/plow & spreader
4358	1998 Chevy dump w/plow & spreader
4989	1999 Chevy dump w/plow & spreader
5430	2000 Chevy dump w/plow & spreader
5776	2001 Chevy dump w/plow & spreader
5777	2001 Chevy dump w/plow & spreader

Section 2. The surplus property the subject of this resolution shall be sold or disposed of in accordance with applicable Federal, State and City guidelines.

Passed this ____ day of December, 2019, and signed this ____ day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk



HV507 SFA

Sales Proposal For:

**CITY OF MARSHALLTOWN - Mid-Mount
Wing - REG DUMP**

Presented By:

O'HALLORAN INTERNATIONAL

Prepared For:

CITY OF MARSHALLTOWN - Mid-Mount Wing -
REG DUMP
Rick Legg
24 N Center St.
Marshalltown, IA 50158-4911
(641)754 - 5748

Presented By:

O'HALLORAN INTERNATIONAL
Bob Kayser
3311 ADVENTURELAND DRIVE
ALTOONA IA 50009 -
(515)967-3300

RICK, THE ATTACHED QUOTATION IS BASED OFF OF OUR LAST STATE OF IOWA SNOW REMOVAL EQUIPMENT CONTRACT DISCOUNT WHICH WAS BASED OFF OF THE SOURCEWELL/NJPA CONTRACT HELD BY INTERNATIONAL AND IT MUST BE ORDERED PRIOR TO 02/28/2020.

\$ 84,502.00 2021 International HV507 single axle truck chassis WITH 270 horsepower Cummins L9 engine

\$ 74,345.00 Equipment = REG Body from Hawkeye Truck Equipment per their quotation #22127

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\$ 158,847.00 TOTAL COMBINED PRICE

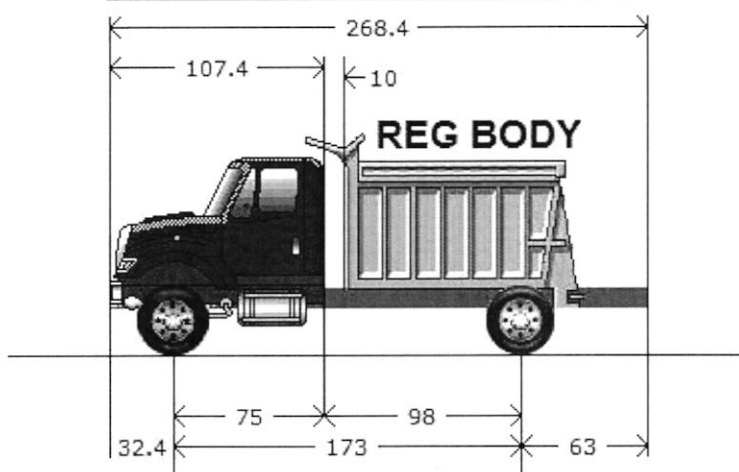
(10,500.00) Trade Allowance for #34, #42 & #77 1999, 2000 & 2002 Chev and related equipment

+++++

\$ 148,347.00 TOTAL TRADE DIFFERENCE (ADD1,600.00 if ordered after 02/28/20)

OPTIONS: 1.) 60-Month - 100,000 Miles Engine & Aftertreatment Warranty ADD \$3,190.00 2.) 31,000 Pound main raer springs with 4,500 Pound auxiliary springs ADD \$205.00. 3.) Twin arm tarp system from Hawkeye ADD \$2,500.00.

CITY OF MARSHALLTOWN HV507



Model Profile
2021 HV507 SFA (HV507)

AXLE CONFIG:

4X2

MISSION:

Requested GVWR: 36000. Calc. GVWR: 36220

Calc. Geared Speed: 73.5 MPH

DIMENSION:

Wheelbase: 173.00, CA: 98.00, Axle to Frame: 63.00

ENGINE, DIESEL:

{Cummins L9 270} EPA 2017, 270HP @ 2000 RPM, 800 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)

TRANSMISSION, AUTOMATIC:

{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING:

{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

AXLE, REAR, SINGLE:

{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63

CAB:

Conventional, Day Cab

TIRE, FRONT: (2) 11R22.5 Load Range H ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position

TIRE, REAR: (4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

SUSPENSION, REAR, SINGLE: 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

PAINT: Cab schematic 100WK
Location 1: 6E12, Blue Metallic (Std)
Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 173.00 Wheelbase, 98.00 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
3AGU	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 14,000-lb Capacity, for Reduced Deflection Vocational Use, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)
	: SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
5708	STEERING COLUMN Tilting

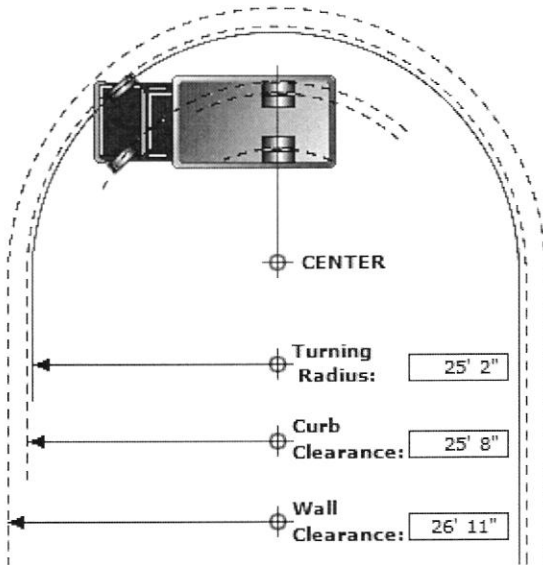
<u>Code</u>	<u>Description</u>
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/ Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMP	RADIO AM/FM/WB/Clock/Auxiliary Input
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

<u>Code</u>	<u>Description</u>
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAT	GRILLE Stationary, Painted Grille & Headlight Bezels 8752 Charcoal Metallic
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10JPA	CUSTOMER IDENTITY for National Joint Powers Alliance
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12EHT	ENGINE, DIESEL {Cummins L9 270} EPA 2017, 270HP @ 2000 RPM, 800 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber

<u>Code</u>	<u>Description</u>
12VBC	AIR CLEANER Single Element
12VHJ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision Furnished for Remote Mounted Engine Control
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WAP	SHOCK ABSORBERS, REAR (2)
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

<u>Code</u>	<u>Description</u>
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DTT	WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
29PAW	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied Gray Powder Coat Paint
29PAX	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied Gray Powder Coat Paint
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7382135429	(2) TIRE, FRONT 11R22.5 Load Range H ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
OBD001	MISCELLANEOUS THE PROPOSAL IS TELLING ME I NEED AN SQ FOR 185" WHEELBASE WITH 63" AF BUT IN THE CHART IN TOPS IT MARKS BOTH AS YES????????????????????

<u>Code</u>	<u>Description</u>
OBD002	MISCELLANEOUS CUSTOMER DOES NOT WANT THIS!! 0013WVV Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released Cab schematic 100WK Location 1: 6E12, Blue Metallic (Std) Chassis schematic N/A Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A



Series: HV
Model: HV507
Description: HV507 SFA
Model Year: 2021

Calculation Factors

Wheelbase: 173
Front Axle: 0002ARV
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
Front Wheel: 0027DTT
Description: WHEELS, FRONT, {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
Front Tire: 07382135429
Description: TIRES, 11R22.5 Load Range H ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
Steering Gear: 0005PSA
Description: STEERING GEAR, {Sheppard M100} Power

Turning Radius Statistics

General Information

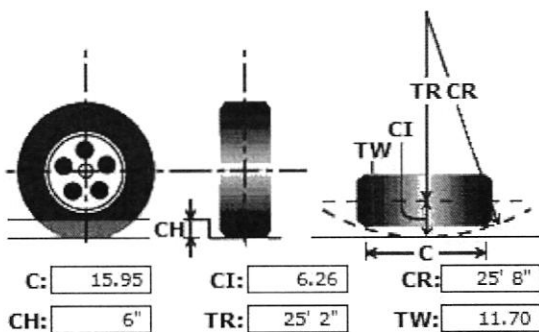
Inside Turn Angle: 45 Degrees
Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71.5

Turning Radius - Curb View

C - Curb Contact Length: 15.95
CI - Curb Clearance Increment: 6.26
CR - Curb Clearance Radius: 25' 8"
CH - Curb Height: 6"
TR - Turning Radius: 25' 2"
TW - Tire Width: 11.70



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



HV507 SFA

Sales Proposal For:

**CITY OF MARSHALLTOWN - Mid-Mount
Wing - RDS DUMP**

Presented By:

O'HALLORAN INTERNATIONAL

Prepared For:

CITY OF MARSHALLTOWN - Mid-Mount Wing -
RDS DUMP
Rick Legg
24 N Center St.
Marshalltown, IA 50158-4911
(641)754 - 5748

Presented By:

O'HALLORAN INTERNATIONAL
Bob Kayser
3311 ADVENTURELAND DRIVE
ALTOONA IA 50009 -
(515)967-3300

RICK, THE ATTACHED QUOTATION IS BASED OFF OF OUR LAST STATE OF IOWA SNOW REMOVAL EQUIPMENT CONTRACT DISCOUNT WHICH WAS BASED OFF OF THE SOURCEWELL/NJPA CONTRACT HELD BY INTERNATIONAL AND IT MUST BE ORDERED PRIOR TO 02/28/2020.

\$ 84,502.00 2021 International HV507 single axle truck chassis WITH 270 horsepower Cummins L9 engine

\$ 105,155.00 Equipment = RDS Body from Hawkeye Truck Equipment per their quotation #22127

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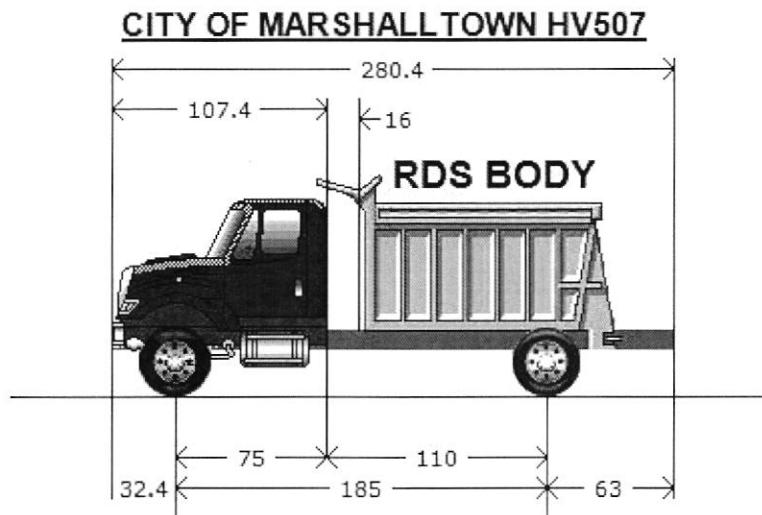
\$ 189,657.00 TOTAL COMBINED PRICE

(10,500.00) Trade Allowance for #38, #48 & #78 1999, 2000 & 2002 Chev and related equipment

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\$ 179,157.00 TOTAL TRADE DIFFERENCE (ADD1,600.00 if ordered after 02/28/20)

OPTIONS: 1.) 60-Month - 100,000 Miles Engine & Aftertreatment Warranty ADD \$3,190.00 2.) 31,000 Pound main raer springs with 4,500 Pound auxiliary springs ADD \$205.00.



Model Profile
2021 HV507 SFA (HV507)

AXLE CONFIG:

4X2

MISSION:

Requested GVWR: 36000. Calc. GVWR: 36220
Calc. Geared Speed: 73.5 MPH

DIMENSION:

Wheelbase: 185.00, CA: 110.00, Axle to Frame: 63.00

ENGINE, DIESEL:

{Cummins L9 270} EPA 2017, 270HP @ 2000 RPM, 800 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)

TRANSMISSION, AUTOMATIC:

{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING:

{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

AXLE, REAR, SINGLE:

{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63

CAB:

Conventional, Day Cab

TIRE, FRONT: (2) 11R22.5 Load Range H ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position

TIRE, REAR: (4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

SUSPENSION, REAR, SINGLE: 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

PAINT: Cab schematic 100WK
Location 1: 6E12, Blue Metallic (Std)
Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 185.00 Wheelbase, 110.00 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
3AGU	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 14,000-lb Capacity, for Reduced Deflection Vocational Use, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)
	: SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
5708	STEERING COLUMN Tilting

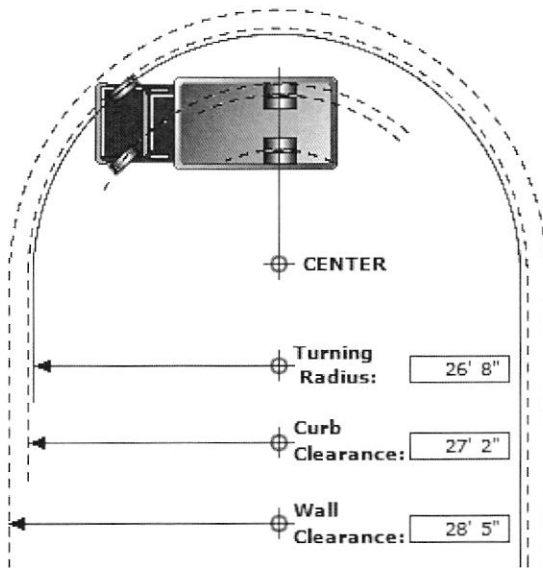
<u>Code</u>	<u>Description</u>
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AV160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/ Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMP	RADIO AM/FM/WB/Clock/Auxiliary Input
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

<u>Code</u>	<u>Description</u>
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAT	GRILLE Stationary, Painted Grille & Headlight Bezels 8752 Charcoal Metallic
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10JPA	CUSTOMER IDENTITY for National Joint Powers Alliance
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12EHT	ENGINE, DIESEL {Cummins L9 270} EPA 2017, 270HP @ 2000 RPM, 800 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber

<u>Code</u>	<u>Description</u>
12VBC	AIR CLEANER Single Element
12VHJ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision Furnished for Remote Mounted Engine Control
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WAP	SHOCK ABSORBERS, REAR (2)
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

<u>Code</u>	<u>Description</u>
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DTT	WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
29PAW	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied Gray Powder Coat Paint
29PAX	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied Gray Powder Coat Paint
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7382135429	(2) TIRE, FRONT 11R22.5 Load Range H ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
OBD001	MISCELLANEOUS THE PROPOSAL IS TELLING ME I NEED AN SQ FOR 185" WHEELBASE WITH 63" AF BUT IN THE CHART IN TOPS IT MARKS BOTH AS YES????????????????????

Code	Description
OBD002	MISCELLANEOUS CUSTOMER DOES NOT WANT THIS!! 0013WVV Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released Cab schematic 100WK Location 1: 6E12, Blue Metallic (Std) Chassis schematic N/A Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A



Series: HV
Model: HV507
Description: HV507 SFA
Model Year: 2021

Calculation Factors

Wheelbase: 185
Front Axle: 0002ARV
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
Front Wheel: 0027DDT
Description: WHEELS, FRONT, {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
Front Tire: 07382135429
Description: TIRES, 11R22.5 Load Range H ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
Steering Gear: 0005PSA
Description: STEERING GEAR, {Sheppard M100} Power

Turning Radius StatisticsGeneral Information

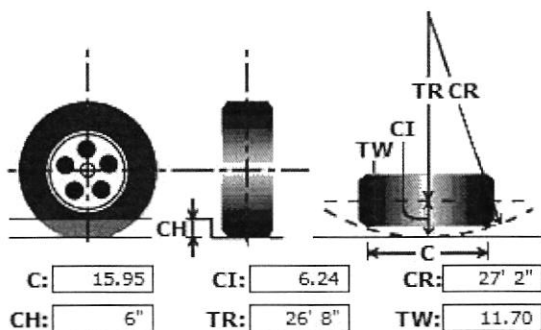
Inside Turn Angle: 45 Degrees
Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71.5

Turning Radius - Curb View

C - Curb Contact Length: 15.95
CI - Curb Clearance Increment: 6.24
CR - Curb Clearance Radius: 27'2"
CH - Curb Height: 6"
TR - Turning Radius: 26'8"
TW - Tire Width: 11.70



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF TWO 2021 INTERNATIONAL HV507 DUMP TRUCKS FOR THE PRICE OF \$158,847.00 AND \$189,657.00 FROM O'HALLORAN INTERNATIONAL FOR USE IN THE STREET DEPARTMENT

WHEREAS the City of Marshalltown (hereinafter referred to as the "City"), State of Iowa, is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and WHEREAS the City of Marshalltown, Iowa desires to procure two new trucks to be utilized by the street department and sought quotes for this purpose; and

WHEREAS O'Halloran, Altoona, Iowa submitted a quote on two 2021 International HV507 trucks for a purchase price of \$158,847.00, and \$189,657.00

WHEREAS acceptance of this bid is in the best interest of the City of Marshalltown and

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

Section 1. That the City of Marshalltown accepts the bids from O'Halloran International for the purchase of one, [truck#1] 2021 International HV507 dump truck to be used in the Street Department in the amount of \$158,847.00.

Section 2. That the City of Marshalltown accepts the bid from O'Halloran International for the purchase of one, [truck#2] 2021 International dump truck to be used in the Street Department in the amount of \$189,657.00.

Section 3. The Public Works Director of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said vehicles at the above referenced price and conditions.

Passed this 23rd day of December, 2019, and signed this day of December, 2019.

CITY OF MARSHALLTOWN

_____Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

**RESOLUTION APPROVING COMPLETION AND ACCEPTING THE SENIOR
CITIZENS BUILDING DEMOLITION PROJECT, BEING PROJECT NO. TOR18006,
WITH A FINAL PROJECT COST IN THE AMOUNT OF \$207,557.04**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for the demolition and site restoration of demolition of the Senior Citizens Building at 20 East State Street; and

WHEREAS, said project has been completed by Lansing Construction per the plans and specifications of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Senior Citizens Building Demolition Project is hereby accpeted; and

BE IT FURTHER RESOLVED, the five percent retainage can be released to the contractor.

Passed this 23rd day of December, 2019 and signed this_____day of December,
2019

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

Lansing Brothers Construction Co. Inc.
101 First Street East
P.O. Box 36
Luxemburg, Iowa 52056
Office 563-853-2645

FED ID# 42-0945166

Customer: City of Marshalltown
905 East Main Street
Marshalltown, Iowa 50158

Date: 12-6-19

Re: Senior Center Asbestos Abatement and Demolition
20 East State Street
Pay Request #4 **FINAL**

Original Contract - \$191,850.00

Change Order #1 – Well Closure - \$15,707.04

Revised Contract Amount - \$207,557.04

Total Completed to Date - \$207,557.04

Less Retainage (5%) – (\$10,377.85)

Amount Earned to Date - \$197,179.19

Less Previous Payment - \$182,257.50

Total Due this Invoice - \$14,921.69

Balance to Finish - \$10,377.85

~~Terms: Net 30 1-1/2% Interest Per Month~~

Signatures on next page

Lansing Brothers Construction Co., Inc.

By 

Title Construction Engineer

Date 12/16/19

City of Marshalltown, Iowa

By 

Title City Manager

Date 12/17/2019

WHKS & Co.

By 

Title Senior Associate

Date 12/16/19

RESOLUTION APPROVING SALARY ADJUSTMENT FOR CITY ADMINISTRATOR
JESSICA KINSER

WHEREAS the Council approved an employment agreement with Jessica Kinser and appointed Kinser as City Administrator on September 26, 2016 by Resolution 2016-191; and

WHEREAS the Council has completed its annual evaluation as required by the contract and recommends a salary adjustment; and

WHEREAS the Council has found this action is in the best interest of the city of Marshalltown, Iowa.

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

Section 1. The salary adjustment for City Administrator Jessica Kinser in the amount of 2.5% is hereby fully approved in all respects.

Section 2. The Human Resources Director is hereby authorized and directed to implement this salary adjustment retroactive to November 14, 2019.

Section 3. The City Administrator will be entitled to at least a 2.5% cost of living adjustment on July 1, 2020 based on the non-union salary adjustment amounts.

Passed on this 23rd day of December, 2019, and signed on this 23rd day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Budget Schedule Fiscal Year 2020-2021

Department Head Deadlines

- December 9-20: review of revenue & expenditures & CIP with department heads
- Secondary review with Department heads set up for after receive valuations: week of Jan 6.

Council Meetings:

- December 18, 2019
 - o Strategic Planning
- January 13, 2020
 - o CIP and Capital Expenditure Purchases (1st Draft)
 - o Taxable valuations
 - o Long-term debt schedule
- January 27, 2020
 - o Discussion regarding maximum property taxes requested General Fund Discussion (break down of dollar figures by fund)
 - o Debt Service Fund
 - o Local Option Sales Tax (LOST): 22% Council designates
 - o CIP and capital expenditure purchases (2nd Draft)
- February 3, 2020 (Special Council Meeting at Noon or 5:30?)
 - o General Fund Discussion (break down of dollar figures by fund)
 - o Road Use Tax Fund
 - o Employee Benefit Fund
 - o Debt Service Fund
 - o Council orders notice of maximum property tax hearing for Feb. 17
- [Publication Date of maximum property tax hearing – Feb. 6 \(To TR by ?? for publication\)](#)
- February 10, 2020
 - o Enterprise funds – transit, sewer, water pollution control, compost and pool concessions
 - o Donation Funds
 - o Grant Funds, including Section 8
- February 17, 2020 (Special Council Meeting at Noon or 5:30?)
 - o Public hearing of maximum property tax and adoption of resolution
- February 24, 2020:
 - o Council receives and adopts final proposed budget and orders notice of hearing for CIP, FY21 Regular Budget and FY20 Budget Amendment)
- [Publication Date for final FY21 budget/CIP/FY20 budget amendment March 5 \(To TR by ?? for publication\)](#)
- March 16, 2020: Council Final Approval Date –Public hearing and adoption of final budgets
- Budget Certified to County by Finance Director – on or before March 31, 2020
- Persons affected by budget have 10 days after the date of certification to file written protest -April 10
- IDOM certifies taxes back to county auditor June 15

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
116 W. MAIN STREET (EAST SIDE OF BUILDING), 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 116 W. Main St., which is owned by Julie Schossow (business name is Optical Center), EIFS preparation and EIFS cover of exposed wall, and

WHEREAS, the property owners or business tenants 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 construction costs of \$84,240 so 25% would be 21,060, so the maximum allowed of the grant would be 12,500; 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 \$12,500 for the reimbursement to Julie Schossow for the facade improvement at 116 W. Main Street on the east side of the building.

PASSED this 23rd day of December, 2019, and signed this ____ day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Marshalltown Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

December 19, 2019

Dear Mayor and Councilors,

I am writing this to submit a Facade Grant request, on behalf of The Optical Center, a Marshalltown Main Street business for 23 years. They need repairs, weather proofing and façade creation to the east wall of their building. This need was created due to the 2018 tornado damage to the building at 114 W. Main. As a result of the tornado 114 W. Main had to be demolished, that subsequently exposed a shared wall. Upon review of the attached estimate, one will note that the total expense of this repair is \$110,480. Julie Schossow, the owner of The Optical Center, is not including the Foundation Repair (\$26,240) for this request, as this repair was needed to be done immediately to protect her building. The remaining sections of the estimate is the basis of this request.

The Downtown Incentive Committee held discussions on December 19th. The request is as follows:

EIFS Preparation	\$56,240.00
EIFS	<u>\$28,000.00</u>
Total Expense	\$84,240.00 x 25% Reimbursement = \$21,060

Grant is capped at \$12,500, therefore the Grant Request is \$12,500

This request complies with the Facade Grant guidelines. Committee members Doug Husak, Joe Roenfeldt, Diana Steiner and Deb Millizer approve this request.

On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

Marshalltown Central Business District Façade Grant Application

Property Information:

Address: 116 W. Main St. Marshalltown IA
 Current Tenant (Business Name): The Optical Center
 Use: Repair Exposed Wall Zoning: Downtown TIF #4

Applicant Information:

☒ For IRS purposes, please check if this is where payment is to be sent, if grant is approved.
 Name of Applicant: Julie Schassow
 Mailing Address: 116 W. Main St. Marshalltown IA
 (641) 753-5042 Street (641) 752-5292 City, State Zip
 Phone: 753-5042 Fax: 752-5292 Cell: 641-753-9613

Owner Information (If different from applicant information):

☐ 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: _____

Proposed use of funds (Check all that apply)

	Est. Cost
☐ Awning	\$ _____
☐ Awning with façade project	\$ _____
☐ Brick cleaning and tuckpointing	\$ _____
☐ Exterior lighting	\$ _____
☐ Painting of exterior surface	\$ _____
☐ Preservation of architectural elements	\$ _____
☒ Removal of inappropriate elements <u>EIS Preparation</u>	\$ <u>36,240</u>
☐ Signage	\$ _____
☐ Storefront rehabilitation/restoration	\$ _____
☐ Window and/or door repair	\$ _____
☒ Other; explain <u>EIS Cover exposed Wall to make weather tight</u>	\$ <u>28,000</u>
Total estimated cost	\$ <u>84,240</u>
Grant amount requested	\$ <u>12,500</u>

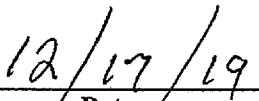
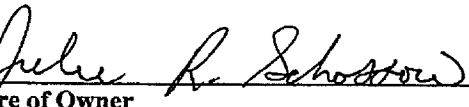
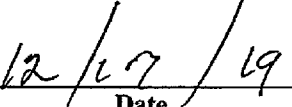
Note: Applicant must provide a copy of all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractor's waiver of lien

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 M CBD 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

	
Signature of Applicant	Date
	
Signature of Owner	Date

Return to:
Marshalltown CBD, Debbie Millizer, Director
216 E Main St. Suite #280
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**

Ciro DiLorio Masonry & Landscaping,
 LLC
 901 N. 3rd Ave
 Marshalltown, IA
 50158

Estimate

Date	Estimate #
12/16/2019	893

Name / Address
Optical Center Julie Schossow 116 W. Main Street Marshalltown, IA 50158

★ - Not apart of the request. Dm.

			Project
Description	Qty	Rate	Total
Foundation Repair: Excavate along 118ft of foundation on East side down to footings. Tuck point foundation using type S mortar with Acrylic 60 additive. Apply two coats of stucco with Acrylic 60 additive. Apply HML 5000 membrane over stucco. Back fill, compacting at proper lifts.		26,240.00	26,240.00
EIFS Preparation: Remove and dispose of all existing plaster and sheetrock on East wall. Remove and dispose of chimney chase. Prepare and pour footings on NE corner. Construct new column on NE corner using brick and mortar. Install wall ties to anchor corner properly. Infill all voids throughout East wall using 52DD brick and mortar. Apply two coats of stucco throughout area. Close off windows that are no longer being used. Construct new caps over parapet and new EIFS.		56,240.00	56,240.00
EIFS: Install 11/2" Styrofoam throughout area. Apply base coat with wire mesh embedding into it. Apply finish coat with selected color.		28,000.00	28,000.00
Payment Agreement: 10% Upon Scheduling 40% Upon Starting 25% Midway 25% Upon Completion			
		Total	\$110,480.00

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

<u>Year</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amt</u>	<u>Total Investment</u>
2006	36 E Main St	Those Ink Guys	5,003.00	\$20,015
2007	219 E Main St	Bob's Furniture	7,110.00	\$30,325
2007	117 W Main St	Mike's Bikes	7,395.00	\$31,927
2008	118 W Main St	Headliner	5,743.00	\$22,973
2010	107 N Center St	Showroom Auto	21,698.00	\$179,528
2010	118 E Main St	Peglow Law	8,500.00	\$49,545
2010	101 W Main St	Devaul Inc	14,994.00	\$105,000
2010	23 W Main St	Lillie Mae - approved not funded		
2010	5 W Main St	Ocean City	16,693.00	\$91,243
2011	4 E Main St	Zamora Market	2,688.50	\$50,000
2012	5 W Boone St	Don Anderson	13,121.50	\$160,609
2013	134 E Main St	Common Bond	45,500.00	\$8,000,000
2013	119 E Main St	Kester	20,000.00	\$160,000
2014	105 W Main St: Downtown Leases &	McGregor - Antique	12,500.00	\$180,000
2015	125-131 E Main St	Hagstrand - Kibbey (Downtown Leases & Lofts)	50,972.50	\$282,776
2015	208 E Church St	Aaron Benscoster	20,000.00	\$490,000
2015	16 E Main St	CGA	5,740.00	\$22,960
2015	119 E Main St	Kester	5,445.70	\$24,053
2015	207 E Church St	Stufflebeam Plaza	2,583.75	\$29,622
2017	116 W Main St; Optical Center	Julie Schossow	8,500.00	\$38,650
2019	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	\$10,158
2019	14 E. Main: Northwestern	CGA Properties	8,371.75	\$33,487
2019	17 N. 1st St.	Avalos	8,500.00	\$35,303
2019	19-21 S. 2nd Ave	Hagstrand	10,728.00	\$42,915
2019	30 E Main (Façade)	Miller	6,378.00	\$25,512
2019	30 E. Main (Code Upgrade)	Miller	15,284.25	\$61,137
2019-20	10 E. Main 2nd Floor (Code Upgrade)	Professional Developers	7,930.50	\$31,722
2019-20	128 E. Main Street (Façade)	CKROBIN	1,894.69	\$38,650
SUB-TOTAL			335,814.64	\$10,248,110
COUNCIL REALLOCATED TO MCB D FOR OPERATIONS DUE TO TORNADO FY19			40,000.00	
TOTAL COMMITTED			375,814.64	
CERTIFIED FUNDS			390,000.00	
9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand			20,000.00	
BALANCE REMAINING BEFORE COUNCIL APPROVAL DEC 23, 2019			34,185.36	
Requests for consideration 12/23/2019:				
	116 W. Main Street (East side)	Julie Schossow	(12,500.00)	
Balance if requests approved			21,685.36	

**RESOLUTION ENDORSING COMMUNITY CATALYST BUILDING REMEDIATION
GRANT APPLICATION FOR 35 NORTH CENTER STREET**

WHEREAS, the Iowa Economic Development Authority awarded \$1 million to the City of Marshalltown through the Community Catalyst Building Remediation Program to be allocated to buildings and projects located within the Marshalltown Central Business District; and

WHEREAS, a committee consisting of individuals with businesses or working in the Marshalltown Central Business District was created to review the pre-applications and full applications for projects; and

WHEREAS, the committee scored an application from Garrett and Dani Goodman based upon project impact, project appropriateness, and project funding/partnerships, requiring a minimum point total of 30 out of 50 possible points; and

WHEREAS, the committee is recommending the City Council endorse the application from the Goodman's for the construction of a new building/restaurant which scored 40 points at a grant amount of \$175,000;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Community Catalyst Building Remediation Grants application of Garrett and Dani Goodman is hereby endorsed by the City Council, with staff being directed to submit the application to the Iowa Economic Development Authority for scoring and approval.

Passed this 23rd day of December, 2019 and signed this ____ day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

I O W A

CATALYST BUILDING GRANT

FULL APPLICATION

Please answer the following questions and provide all of the requested information to complete the Full Application for the Catalyst Building Grant. Full Applications will not be reviewed and an award will not be considered until all required information is provided. Please complete the following form and return to Jessica Kinser at jkinser@marshalltown-ia.gov or drop-off at City Hall, 24 North Center Street. Please provide responses on a separate sheet if more space is needed.

Applicant(s) Name: Garrett Goodman Dani Goodman
Applicant Address: 1711 S. 4th Street Marshalltown, IA
Applicant Phone & Email: 641-328-4114 garrettgoodman@gmail.com
Building Address: 35 North Center Street

1. Describe how the proposed remediation will exhibit a strong impact on the community and Downtown Marshalltown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community and, if appropriate, the safety of its immediate surroundings.

The rebuild of The Flying Elbow will provide an additional location for the community members to dine and enjoy different forms of entertainment. Through the of rebuilding our plans include a modern sophisticated structure that will improve the appearance of the lots used. Along with the new structure, TFE will provide opportunity

2. Describe how the building fits into the surrounding and uses high quality and appropriate materials. Explain how the new building will complement existing neighboring buildings. (Refer to our architect TSP employment.)

Our new building will be one story but very close to the height of the surrounding buildings. We plan to use brick for the exterior as well as other materials that are of the highest quality. Throughout the process of planning to rebuild, we took our neighboring buildings into serious consideration. We have researched and studied a variety of different material

3. Describe how the proposed project will exhibit ample and reasonable funding from a number of sources. Identify any likely project partners.

as well as taken into consideration local business that provide those materials to create a high quality building. We will be using funds from our insurance claim. We will also be using our bank, United Bank and Trust and other grant opportunities for funds as needed to complete the project. ¹

SOURCES OF FUNDS

Please provide the information below on the funding for the Catalyst Project and if it is applied for or secured. If applied for, please explain when you will know if the funding is awarded.

Source of Funds	Amount	Status	Comments
Catalyst Grant	\$ 300,000		
State/Federal			
City Incentives			
Private Equity Investment			
Tax Benefits • Workforce Housing Tax Credits • Federal Historic Tax Credits • State Historic Tax Credits • Tax Increment Financing (rebate) • Tax Increment Financing (grant) • New Markets Tax Credit • Other (explain)			
Other Funding (explain)			
TOTAL	\$		

Kadner Construction LLC

US

c.kadner@hotmail.com

Estimate

ADDRESS

G Squared Properties

ESTIMATE # 1002

DATE 12/03/2019

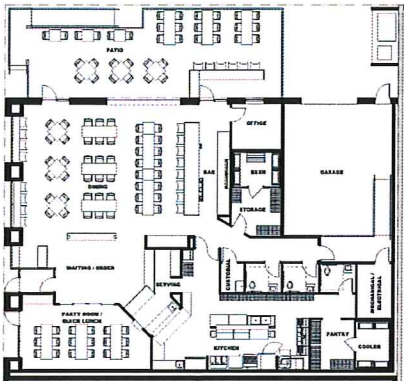
SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Sales	Construction; Exterior envelope	1	475,530.00	475,530.00
Sales	Windows/doors	1	74,000.00	74,000.00
Sales	Roofing	1	86,000.00	86,000.00
Sales	HVAC	1	120,000.00	120,000.00
Sales	Plumbing	1	87,100.00	87,100.00
Sales	Electrical	1	64,500.00	64,500.00
Sales	Insulation	1	22,600.00	22,600.00
Sales	General Carpentry	1	62,800.00	62,800.00
Sales	Finishes including but not limited to; brick, kitchen equipment	1	247,500.00	247,500.00
Sales	Site Prep	1	63,000.00	63,000.00
Sales	Professional services	1	40,000.00	40,000.00
Sales	Fees & Permits; including management fee	1	71,200.00	71,200.00
Sales	Other; sprinkler and fire alarm system	1	29,500.00	29,500.00
Sales	Contingencies	1	72,186.50	72,186.50

TOTAL

\$1,515,916.50

Accepted By

Accepted Date



TSP Architecture
Engineering
Planning
TEAMTSP.COM

**RESOLUTION SETTING THE RESERVE AND APPROVING THE FORM OF BID
FOR THE AUCTION OF 109 SOUTH 1ST AVENUE**

WHEREAS, the City of Marshalltown owns 109 South 1st Avenue, which has previously served as the Fire Station; and

WHEREAS, the property at 109 South 1st Avenue is now vacant and the City of Marshalltown desires to dispose of the property; and

WHEREAS, Van Metre Realty has been retained to provide auction services for the sale of the property, with a future date yet to be determined; and

WHEREAS, Van Metre Realty has reviewed the building and has made a determination that the appropriate reserve price for the building is \$80,000;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the reserve for the building is set at \$80,000 and the attached form of bid is hereby approved for the auction.

Passed this 23rd day of December, 2019 and signed this ____ day of December, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

VAN METRE

IowaRealty

Iowa's Largest

Also Van Metre Auction
1603 Iowa Avenue West
Marshalltown, Iowa 50158
641-752-8753
www.vanmetre.net

December 19, 2019

City Clerk
24 North Center Street
Marshalltown, Iowa 50158

Re: Proposal For Property Auction Services
Marshalltown Fire Station
109 South 1st Avenue
Marshalltown, Iowa 50158

To Whom It May Concern:

I recommend having the auction on site at the Fire Station. We do have contract forms for real estate auctions which a copy is attached.

My firm can handle this for you unless you want the City Attorney to do it or participate with me. I have worked with Roger before on similar real estate sales. We get along great.

The minimum bid is actually something that can be altered right up to sale day. \$100,000 is not a firm must have reserve price but it was suggested by me before I looked over the crack on the east upper level of the building. This is a somewhat serious concern and will have to be addressed by any potential buyer. This could be an expensive repair that may alter the reserve bid to as low as \$80,000

It is such a nice building but it is functionally obsolete for a lot of businesses.

If we all keep a reasonable mind in the planning of the auction we can come up with a fair reserve price right up to sale day.

Respectfully,



Fred Van Metre
Broker/Auctioneer



COMMERCIAL/NON-RESIDENTIAL OFFER FOR REAL ESTATE

(Including Acceptance, Counter, or Rejection)



TIME ☐ a.m. ☐ p.m. DATE OF OFFER _____

OFFICE USE ONLY:
OFFER ACCEPTED _____

Check all boxes that apply.

I. DISCLOSURE CONFIRMATIONS.

- A. AGENCY.** By signing below, Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand said representation, and the disclosures were provided prior to signing this Offer For Real Estate.
- B. SELLER PROPERTY DISCLOSURE.** If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer (☐ has) (☐ has not) received and read Seller's property disclosure statement. In the event that Seller is exempt from providing said disclosure under the Code of Iowa, check here ☐.
- C. LEAD-BASED PAINT.** If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer (☐ has) (☐ has not) received and read the above described documents. The Disclosure Statement signed by all parties, is to be attached hereto. In the event that Seller is exempt from providing said documents under EPA regulations, check here ☐.
- D. REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR® PERMISSION TO CALL.** Buyer and Seller request that Broker select and complete documents allowed by law, and authorize REALTOR® /Broker to call, fax, and email residence.

1. _____ BUYER & DATE 1. _____ SELLER & DATE
2. _____ BUYER & DATE 2. _____ SELLER & DATE

II. OFFER TO: _____ (herein designated as Seller).
The undersigned _____ (herein designated as Buyer)
hereby offer to buy the real property situated in _____ County, Iowa. Located at and briefly described as _____, _____, Iowa, and legally described as:

_____ hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$ _____ AS FOLLOWS: \$ _____ earnest money to be held in trust by _____ (☐ Seller's) (☐ Buyer's) (☐ both Seller's and Buyer's) Agent, hereinafter referred to as "Broker" or "Agent", or an escrow company and credited toward the purchase price at closing, pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided Buyers, on possession, are permitted to use the property for _____. Earnest money scheduled to be held in excess of 90 days and in an amount equal to or exceeding \$7,500 shall be placed in an interest-bearing account with interest accruing in favor of (☐ Buyer) (☐ Seller). The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

- ☐ (A) **CASH** to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive verification of funds.
- ☐ (B) **NEW MORTGAGE:** This contract is contingent upon the Buyer obtaining a bona fide commitment for a(n):
- ☐ Conventional
 - ☐ ARM
 - ☐ FHA
 - ☐ RECD
 - ☐ VA (In the event of FHA or VA financing, see Addendum – Offer for Real Estate attached hereto and by this reference made apart of this contract.)
 - ☐ Other _____

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

All usual costs incurred in securing such mortgage shall be paid by the _____. ☐ Seller ☐ Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed _____% of the mortgage. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees, etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

FINANCING COMMITMENT. Buyer agrees to make loan application (if applicable) immediately, or within _____ days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. Buyer shall immediately confirm insurability of Property.

Financing Commitments:

☐ Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer.

☐ Both parties await appraisal. Appraisal must be completed by: _____

☐ Awaiting other mutually agreed financing terms which shall be in writing.

☐ (C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☐ (D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☐ (E) **OTHER TERMS/CONTINGENCIES/SPECIAL PROVISIONS** (i.e., any subject to sale, including zoning permits, utilities, environmental assessments, etc.): _____

This agreement is also subject to the following terms and conditions:

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to the creditors entitled.

Interest on Trust Account: If indicated by "yes" in the following space _____, the trust funds paid by the Buyers to Broker shall be deposited by the Broker in an interest bearing trust account and the interest earned thereon shall accrue for the benefit of the _____, with interest credited to Social Security# _____ otherwise, the interest shall be forwarded to the Iowa Association of REALTORS® Foundation.

2. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.**

- a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.
- b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see the Commercial/Non-Residential "Addendum – Offer for Real Estate" attached and made a part of this contract.

☐ Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ _____ estimated annual tax.
- c. All special assessments spread on the Treasurer's Books at the time of the acceptance of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by resolution of necessity, such as mowing, snow removal, etc. are to be paid by Seller.
- d. All subsequent taxes and special assessments are to be paid by Buyer.

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

3. **CLOSING AND POSSESSION.** Closing shall be on or before _____ ☐ a.m. or ☐ p.m. _____, and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, _____. Possession to be given _____ ☐ a.m. or ☐ p.m. _____, and adjustment of interest, taxes, insurance and rents to be made on this date. This transaction shall be considered closed upon filing of documents and receipt of all funds by the broker. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is _____.
4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (☐ is) (☐ is not) (☐ may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, Buyer should consult a lender and insurance carrier.
6. **INCLUDED PROPERTY** (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.

OTHER INCLUDED ITEMS, INCLUDING TRADE FIXTURES, MACHINERY AND EQUIPMENT:

EXCLUDED PROPERTY, TRADE FIXTURES, MACHINERY AND EQUIPMENT:

7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.
8. **DUTIES OF PARTIES:**
- Seller and Buyer acknowledge and agree that REALTOR®/Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. For such matters, Seller and Buyer are advised to consult the appropriate professional(s).
 - Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose MATERIAL ADVERSE FACTS and MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. Buyer has the right to obtain inspections, survey and measurements at Buyer's expense. Buyer shall immediately confirm insurability of Property. Buyer is hereby advised to request that special provisions be written into this contract prior to signing same, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

- c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

9. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.

10. CONDITION OF PROPERTY.

- a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.

- b. Buyer is advised to have property inspected by professional inspector(s). If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

- ☐ i. Within _____ days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies, including hazardous materials, substances, conditions, or waste. Buyer to indemnify Seller for any damage resulting from the environmental investigation. Within this same period, Buyer may notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1 or 2 above), then buyer may declare this offer null and void and shall have the right to all payments returned.
- ☐ ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.
- ☐ iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if an inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

- c. If acceptance is made by Buyer after inspection, under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

- d. **New Construction :** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within ____ days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**

11. WOOD PEST INSPECTION. Buyer may request a pest control inspection by a licensed pest inspector within _____ days after acceptance of this Offer, which shall be done at ____ Seller's or ____ Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

12. **SEPTIC TEST, WELL TEST.** If the property has a well or wells or is served by a septic system, the Buyers may, at their expense, within _____ days after acceptance of the offer, have the well or wells and the septic system inspected by a qualified inspector, to determine if the wells and septic system are working properly. If Buyers receive an unsatisfactory report, which cannot be resolved between the parties within _____ days after receipt thereof, then upon written notice from Buyers to Sellers, this Agreement shall be null and void and all earnest money paid hereunder shall be returned to Buyers. If Property is sold in its "As-is" condition, this septic test, well test paragraph is not applicable to this Offer for Real Estate.
13. **SURVEY.** Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.
14. **LEASE TERMINATION.** If indicated by "Yes" in the following space _____, it shall be the responsibility of Sellers at Seller's expense to terminate all rights of existing tenants so Buyers shall have sole possession and at closing Sellers shall exhibit evidence satisfactory to Buyers of such termination. Seller shall furnish copies of all leases and agreements between Tenants and Seller and this offer (☐ is) (☐ is not) subject to Buyer approving said leases and agreements by (date) _____.
15. **REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE - REAL ESTATE COMMISSIONS.**
- a. If Seller fails to fulfill this agreement, Seller will pay to REALTOR®/Broker the professional service fee (if any) in full as stated in the Exclusive Listing Agreement or other written commission agreement corresponding to the property, and Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
 - b. If Buyer fails to fulfill this agreement, Buyer will pay to REALTOR®/Broker the professional service fee (if any) in full as stated within the Buyer Agency Agreement or other written commission agreement, and all payments by Buyer may be forfeited and retained by Seller as provided in the Code of Iowa.
 - c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.
16. **COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.
17. **ABSTRACT AND TITLE.** Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyers or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa and, if applicable, the title policy. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.
18. **DEED.** Upon payment of purchase price, Seller shall convey title by general warranty deed, ☐ if not general then _____ deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.
19. **GENERAL PROVISIONS.** In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
20. **NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt of any notice shall be Seller(s) and Buyer(s) at the addresses

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

21. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.
22. **MEDIATION .** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.
23. **OTHER PROVISIONS.** All other provisions, if any, shall be by addendum or amendment to this Agreement.
24. **INDEMNITY:** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.
25. **ACCEPTANCE.** When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before _____ ☐ a.m. or ☐ p.m. _____, it shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

THIS IS A LEGALLY BINDING CONTRACT.
If not understood, consult with the lawyer of your choice.

Receipt of a copy of this agreement is acknowledged by the parties hereto.

1.	2.
BUYER	BUYER
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE	PHONE
BUYER TAXPAYER IDENTIFICATION NUMBER (optional)	BUYER TAXPAYER IDENTIFICATION NUMBER (optional)

Seller hereby (☐ accepts) (☐ counters) the above offer at _____ ☐ a.m. or ☐ p.m. _____ . (☐ See attached counter offer) or (☐ Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before _____ ☐ a.m. or ☐ p.m. _____). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and (☐ shall) (☐ shall not) continue to show this property for sale.

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
 (Initials) (Initials)

1.

2.

SELLER

SELLER

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

PHONE

PHONE

Buyer's Attorney _____

Seller's Attorney _____

Abstract location _____

Mortgage with _____

OPTIONAL:

1. _____ 2. _____

Seller's Taxpayer Identification Number

☐ This offer rejected (Seller signature required): _____Time _____ ☐ a.m. or ☐ p.m.

Date _____

Buyers _____, _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

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MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

December 20, 2019

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Authorize and issuance of sewer revenue bonds series 2020

Policy Issue: Under Iowa Code Section 384.82, the City may borrow money and issue revenue bonds to pay all or part of the cost of enterprise projects or to refund existing revenue bonds. The revenue bonds are repaid out of the net revenues of the city enterprise.

Recommendation: Speer Financial presented the bank proposals for the refunding at the Council meeting Dec. 9th. Staff recommends now authorizing and issuing the bond.

Background: The City issued sewer revenue bonds in 2012 and 2014. The outstanding interest rates on these bonds are 2.58% and 2.90% respectively. With lower interest rates in the market, the City requested approval from Council to refund the bonds. Piper Jaffray & Co. acted as our placement agent to negotiate with banks to get the best rate. JPMorgan Chase had the best proposal, which was a true interest cost of 1.96%. The gross savings in interest will be \$139,995. The net present value saves \$126,393. The resolution on the Dec. 23rd meeting authorizes the issuance of the bonds. Bond closing (the day the city will receive the bond proceeds) will be on Jan. 8th. The Series 2012 & 2014 bonds will be redeemed on or before Jan. 13th. Piper Jaffray reduced their fee down from 0.8% of par to 0.735%, which allowed us to size the total bond issue down from \$5,070,000 to \$5,065,000. The final debt schedule is attached.

Budget Impact: The refunding of the existing bonds will save an estimated \$126,393 in interest after issuance costs factoring in the net present value of money. Repayment of the refunding will be paid from the sewer revenue fund.

Attachment: 20 Marshalltown Swr Rev Ref 12 14 \$5.065m Final DS

cc: Jessica Kinser, City Administrator

City of Marshalltown, Marshall County, Iowa

\$5,065,000 Sewer Revenue Refunding Bonds, Series 2020

***** FINAL - Current Refunding - Series 2012 and 2014 *****

Debt Service Schedule

	Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
	01/08/2020	-	-	-	-	-
	06/01/2020	490,000.00	1.960%	39,433.84	529,433.84	529,433.84
	12/01/2020	-	-	44,835.00	44,835.00	-
	06/01/2021	500,000.00	1.960%	44,835.00	544,835.00	589,670.00
	12/01/2021	-	-	39,935.00	39,935.00	-
	06/01/2022	510,000.00	1.960%	39,935.00	549,935.00	589,870.00
	12/01/2022	-	-	34,937.00	34,937.00	-
	06/01/2023	520,000.00	1.960%	34,937.00	554,937.00	589,874.00
	12/01/2023	-	-	29,841.00	29,841.00	-
	06/01/2024	530,000.00	1.960%	29,841.00	559,841.00	589,682.00
	12/01/2024	-	-	24,647.00	24,647.00	-
call	06/01/2025	545,000.00	1.960%	24,647.00	569,647.00	594,294.00
	12/01/2025	-	-	19,306.00	19,306.00	-
	06/01/2026	555,000.00	1.960%	19,306.00	574,306.00	593,612.00
	12/01/2026	-	-	13,867.00	13,867.00	-
	06/01/2027	565,000.00	1.960%	13,867.00	578,867.00	592,734.00
	12/01/2027	-	-	8,330.00	8,330.00	-
	06/01/2028	420,000.00	1.960%	8,330.00	428,330.00	436,660.00
	12/01/2028	-	-	4,214.00	4,214.00	-
	06/01/2029	430,000.00	1.960%	4,214.00	434,214.00	438,428.00
	Total	\$5,065,000.00	-	\$479,257.84	\$5,544,257.84	-

Yield Statistics

Bond Year Dollars	\$24,451.93
Average Life	4.828 Years
Average Coupon	1.9600000%

Net Interest Cost (NIC)	1.9600000%
True Interest Cost (TIC)	1.9601716%
Bond Yield for Arbitrage Purposes	1.9601716%
All Inclusive Cost (AIC)	2.2572269%

IRS Form 8038

Net Interest Cost	1.9600000%
Weighted Average Maturity	4.828 Years

ISSUANCE OF SEWER REVENUE
REFUNDING BOND, SERIES 2020

422742-37

Marshalltown, Iowa

December 23, 2019

The City Council of the City of Marshalltown, Iowa, met on December 23, 2019, at _____ o'clock __.m., at the City Hall.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

It was reported that, on December 9, 2019, the Council had approved a Bond Purchase Agreement with JPMorgan Chase Bank, NA, for the purchase of the City's Sewer Revenue Refunding Bonds, Series 2020, in the amount of \$5,065,000, and that it was now necessary for the Council to adopt a resolution authorizing the issuance of those Bonds.

Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. After due consideration and discussion, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

RESOLUTION NO. _____

RESOLUTION APPROVING LOAN AGREEMENT AND AUTHORIZING THE
ISSUANCE OF \$5,065,000 SEWER REVENUE REFUNDING BOND, SERIES 2020

WHEREAS, the City of Marshalltown, in the County of Marshall, State of Iowa (hereinafter referred to as the “City”), did heretofore establish a Municipal Sanitary Sewer System (the “Sanitary Sewer System”) in and for the City, which has continuously supplied service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Sanitary Sewer System are vested in the City Council; and

WHEREAS, pursuant to a prior resolution of the Council, the City issued its \$4,985,000 Sewer Revenue Improvement and Refunding Bond, Series 2012, dated May 8, 2012 (the “Series 2012 Bond”), a portion of the principal of which remains outstanding (the “Callable Series 2012 Bond”); and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$3,700,000 Sewer Revenue Bonds, Series 2013, dated June 18, 2013 (the “Series 2013 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City issued its \$5,500,000 Sewer Revenue Bonds, Series 2014, dated June 26, 2014 (the “Series 2014 Bonds”), a portion of which remain outstanding (the “Callable Series 2014 Bonds”); and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$6,000,000 Sewer Revenue Bonds, Series 2015, dated August 13, 2015 (the “Series 2015 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its \$3,500,000 Sewer Revenue Bond, Series 2019, dated July 19, 2019 (the “Series 2019 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the resolutions authorizing the issuance of the Series 2012 Bond and the Series 2014 Bonds, the City reserved the right to call the outstanding principal of the Series 2012 Bond and of the Series 2014 Bonds for prepayment prior to maturity on June 1, 2017 or any date thereafter; and

WHEREAS, the outstanding balances of the Series 2013 Bonds, the Series 2015 Bonds and the Series 2019 Bond are herein referred to as the “Outstanding Bonds”; and

WHEREAS, the City has proposed to enter into a Sewer Revenue Refunding Loan Agreement (the “Loan Agreement”) and issue Sewer Revenue Refunding Bonds, Series 2020 in a principal amount not to exceed \$5,070,000 (the “Bonds”), pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of refunding the Callable Series 2012 Bond and the Callable Series 2014 Bonds, and has published notice and held a hearing on such proposal; and

WHEREAS, a Bond Purchase Agreement (the “Bond Purchase Agreement”) has been prepared setting forth the terms of the Bonds and the understanding between the City and the Purchaser, was approved by the City Council on December 9, 2019; and

WHEREAS, it has been proposed that the City enter into the Loan Agreement with JPMorgan Chase Bank, NA (the “Purchaser”) and issue the Series 2020 Bonds; and

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

Section 1. The Loan Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the Loan Agreement on behalf of the City. The Series 2020 Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement, in the total aggregate principal amount of \$5,065,000, to be dated January 8, 2020. The Series 2020 Bonds shall be issued as a single term Bond (the “Series 2020 Bond”) with final maturity on June 1, 2029 and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

Year	Principal	Year	Principal
2020	\$490,000	2025	\$545,000
2021	\$500,000	2026	\$555,000
2022	\$510,000	2027	\$565,000
2023	\$520,000	2028	\$420,000
2024	\$530,000	2029	\$430,000

Section 2. UMB Bank, n.a. West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2020 Bond and may be hereinafter referred to as the “Registrar” or the “Paying Agent”. The Mayor and City Clerk are hereby authorized and directed to execute the Registrar Agreement for and on behalf of the City, which is hereby approved.

Section 3. The City reserves the right to prepay in whole or in part, on any date on or after June 1, 2025, the outstanding principal of the Series 2020 Bond upon terms of par and accrued interest.

If less than all of the principal of the Series 2020 Bond is to be redeemed, the particular part of the Series 2020 Bond to be redeemed shall be selected by the Registrar by lot. Notice of redemption identifying the portion of the Series 2020 Bond to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption

in the same manner as the original redemption notice was sent. That portion of the Series 2020 Bond as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Outstanding principal of the Series 2020 Bond shall bear interest at the rate of 1.96% per annum from the date of the Series 2020 Bond, or from the most recent date on which interest has been paid as hereinafter set forth. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Accrued interest on the Series 2020 Bond shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2020. Payment of interest on and principal of the Series 2020 Bond shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest or principal payment date and shall be paid by electronic wire transfer or by check or draft mailed to the registered owners at the addresses shown on such registration books, provided that the final payment of principal shall be made only upon presentation and surrender of the Series 2020 Bond at the office of the Paying Agent.

The Series 2020 Bond shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be a fully registered Series 2020 Bond without interest coupons. The issuance of the Series 2020 Bond shall be recorded in the office of the City Treasurer, and the certificate on the back of the Series 2020 Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Series 2020 Bond shall cease to be such officer before the delivery of such Series 2020 Bond, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Principal of the Series 2020 Bond and the interest thereon, together with the Outstanding Bonds, and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues, as hereinafter defined, of the Sanitary Sewer System and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Series 2020 Bond. The Series 2020 Bond shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. The Series 2020 Bond shall not be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues of the Sanitary Sewer System to be sufficient for the payment in whole or in part of the Series 2020 Bond and the interest thereon.

The Series 2020 Bond shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal and interest thereof shall be made only to the registered owners, their legal representatives or assigns. The Series 2020 Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

Section 4. The Series 2020 Bond shall be in substantially the following form:

(Form of Series 2020 Bond)

UNITED STATES OF AMERICA

STATE OF IOWA

COUNTY OF MARSHALL

CITY OF MARSHALLTOWN

SEWER REVENUE REFUNDING BOND, SERIES 2020

No. 1 \$5,065,000

RATE	MATURITY DATE	BOND DATE
1.96%	June 1, 2029	January 8, 2020

The City of Marshalltown (the “City”), in Marshall County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to:

JPMorgan Chase Bank, NA
Chicago, Illinois

or registered assigns, the principal sum of

FIVE MILLION SIXTY-FIVE THOUSAND DOLLARS

in lawful money of the United States of America, with interest on the outstanding principal hereof, at the rate per annum specified above, from the date of this Bond, or from the most recent date on which interest has been paid. Accrued interest on this Bond shall be paid semiannually on June 1 and December 1 of each year, commencing June 1, 2020, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

UMB Bank, n.a., West Des Moines, Iowa, is the Registrar and Paying Agent for this Bond and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond has been issued as a single term Bond with final maturity on June 1, 2029, and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

Year	Principal	Year	Principal
2020	\$490,000	2025	\$545,000
2021	\$500,000	2026	\$555,000
2022	\$510,000	2027	\$565,000
2023	\$520,000	2028	\$420,000
2024	\$530,000	2029	\$430,000

This Bond is issued by the City to evidence its obligation under a certain Loan Agreement, dated as of January 8, 2020 (the “Loan Agreement”), entered into by the City for the purpose of refunding the outstanding balances of the City’s Sewer Revenue Improvement and Refunding Bond, Series 2012 and Sewer Revenue Bonds, Series 2014.

This Bond is issued pursuant to and in strict compliance with the provisions of Chapter 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Bond (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Bond and the rights of the owners of this Bond. Capitalized terms not otherwise defined herein shall have the meaning as forth in the Resolution.

Payment of interest on and principal of this Bond shall be made to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest or principal payment date and shall be paid by electronic wire transfer or by check or draft mailed to the registered owner at the address shown on such registration books, provided that the final payment of principal shall be made only upon presentation and surrender of this Bond at the office of the Paying Agent.

The City reserves the right to prepay in whole or in part, on any date on or after June 1, 2025, the outstanding principal of this Bond upon terms of par and accrued interest.

If less than all of the principal of this Bond is to be redeemed, the particular part of this Bond to be redeemed shall be selected by the Registrar by lot. Notice of redemption identifying the portion of this Bond to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the portion of this Bond so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the portion of this Bond called for redemption in the same manner as the original redemption notice was sent. That portion of this Bond as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall

have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is not a general obligation of the City but, together with the City's outstanding Sewer Revenue Bonds, Series 2013, the City's outstanding Sewer Revenue Bonds, Series 2015, the City's outstanding Sewer Revenue Bond, Series 2019 and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, is payable solely and only out of the future Net Revenues of the Municipal Sanitary Sewer System of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest hereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of January 8, 2020.

CITY OF MARSHALLTOWN, IOWA

By: (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2020 Bond described in the within-mentioned Resolution.

UMB BANK, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature) _____
Authorized Officer

STATE OF IOWA
CITY OF MARSHALLTOWN

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Series 2020 Bond was duly and properly recorded in my office as of January 8, 2020.

City Treasurer, Marshalltown, Iowa

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN - as tenants in common
COM
TEN ENT - as tenants by the entireties

UTMA

JT TEN - as joint tenants with
right of survivorship and
not as tenants in common

(Custodian)
As Custodian for _____
(Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 5. The Series 2020 Bond shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration, authentication and delivery to the Lender, upon receipt of the loan proceeds (the "Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

The Proceeds shall be used for the purpose of refunding the outstanding balances of the City's Sewer Revenue Improvement and Refunding Bond, Series 2012 and Sewer Revenue Bonds, Series 2014.

Section 6. So long as the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Sanitary Sewer System in good condition, and the Sanitary Sewer System shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Sanitary Sewer System, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Sanitary Sewer System, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 120% of the amount of annual installments of principal of and interest on the Series 2020 Bond, the Outstanding Bonds and any other Parity Obligations outstanding from time to time, as the same become due. The City shall provide to the registered owner of the Series 2020 Bond, current, audited financial statements within 270 days after the close of the City's fiscal year, along with such other financial information as the registered owner of the Series 2020 Bond may reasonably request. If the audited financial statements are not available within that time frame, the City shall provide notice of the unavailability to the registered owner of the Series 2020 Bond and shall provide the audited financial statements as soon as they become available.

Section 7. From and after the issuance of the Series 2020 Bond, and throughout the time the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations are outstanding, the Gross Revenues of the Sanitary Sewer System shall be set aside into a separate and special fund which is hereby established, to be known and hereinafter referred to as the "Sewer Revenue Fund". The Sewer Revenue Fund shall be used in maintaining and operating the Sanitary Sewer System, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter established.

A. Sinking Fund. There shall be continued and maintained the account known as the "Sewer Revenue Sinking Fund" (herein referred to as the "Sinking Fund"), into which there shall continue to be set aside from the future Net Revenues of the Sanitary Sewer System such portion thereof as will be sufficient to pay the interest on and principal of the Series 2020 Bond as the same become due, and it is hereby determined that the minimum amount to be

so set aside into the Sinking Fund from the Net Revenues with respect to the Series 2020 Bond during each month of each year shall be not less than as follows:

Commencing February 1, 2020 and continuing to May 1, 2020, an amount equal to $\frac{1}{4}^{\text{th}}$ of the amount of interest coming due on June 1, 2020; and, commencing June 1, 2020, and continuing to May 1, 2029, an amount equal to $\frac{1}{6}^{\text{th}}$ of the amount of interest coming due on the next succeeding interest payment date; and, commencing February 1, 2020, and continuing to May 1, 2020, an amount equal to $\frac{1}{4}^{\text{th}}$ of the amount of the principal installment coming due on June 1, 2020; and commencing June 1, 2020, and continuing to May 1, 2029, an amount equal to $\frac{1}{12}^{\text{th}}$ of the amount of the principal installment coming due on the next succeeding principal installment payment date, until the full amount of such installment is on deposit in the Sinking Fund.

Provided, however, that no further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all principal and interest to become due thereon prior to such retirement, or if provision for such payment has been made. All such payments into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or a legal holiday, then such payments shall be made on the next succeeding secular day, and that portion of the Net Revenues on deposit in the Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying the principal of and interest on the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable.

Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations. The City covenants to maintain the Sinking Fund deposits for the Outstanding Bonds, including inclusion of such deposits for any refunding bonds for said Outstanding Bonds.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Sanitary Sewer System as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

B. Surplus Fund. There is hereby created a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amount required to be deposited therein by this resolution, any balance in the Surplus Fund may be used in such legal manner as the City

Council, or such other duly constituted body as may then be charged with the operation of the Sanitary Sewer System, may from time to time direct.

Section 8. All money held in any fund created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be deposited in or transferred to the Sinking Fund and used solely and only for the purposes specified herein for such fund.

Section 9. The City hereby covenants and agrees with the owner or owners of the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Sanitary Sewer System required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Sanitary Sewer System and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Sanitary Sewer System or any part thereof, including any and all extensions and additions that may be made thereto, until the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the City Council, or the duly constituted body as may then be charged with the operation of the Sanitary Sewer System, is no longer useful or profitable in the operation of the Sanitary Sewer System nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Sanitary Sewer System.

Section 10. Upon a breach or default of a term of the Series 2020 Bond, the Outstanding Bonds or Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Sanitary Sewer System and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 11. The Series 2020 Bond, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Sanitary Sewer System regardless of the time or times of the issuance of the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations, it being the intention that there shall be no priority among the Series 2020 Bond, the Outstanding Bonds or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby covenants and agrees that so long as the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations are outstanding and unpaid, no bonds or other obligations payable from the Net Revenues of the Sanitary Sewer System will be issued except upon the basis of such bonds or obligations being subject to the priority and security for payment of the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations then outstanding;

provided, however, that the City reserves the right and privilege of issuing Parity Obligations in order to pay the cost of improvements and extensions to the Sanitary Sewer System or for refunding any bonds or obligations payable from the Net Revenues of the Sanitary Sewer System, but only if the officially reported Net Revenues of the Sanitary Sewer System for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 120% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations then outstanding, for the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued.

The amount of Gross Revenues of the Sanitary Sewer System may be adjusted for the purpose of the foregoing computations by an independent consulting engineer or financial consultant not a regular employee of the City, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such Parity Obligations.

Obligations issued to refund the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations shall not be subject to the foregoing restrictions, provided the Series 2020 Bond, the Outstanding Bonds or Parity Obligations being refunded will be redeemed within three (3) months of the date of such refunding, and the issuance of the refunding obligations will not cause an increase in the annual debt service requirements during the life of the Series 2020 Bond, the Outstanding Bonds or Parity Obligations then outstanding which are not being refunded but otherwise any Parity Obligations shall only be issued subject to the restrictions of this resolution.

Section 12. The City agrees that so long as the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Series 2020 Bond, the Outstanding Bonds and any Parity Obligations on the insurable portions of the Sanitary Sewer System of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Sanitary Sewer System, and the owners of the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Sanitary Sewer System and all records, accounts and data of the City relating thereto.

Section 13. The provisions of this resolution shall constitute a contract between the City and the owners of the Series 2020 Bond, and after the issuance of the Series 2020 Bond, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Series 2020 Bond until the Series 2020 Bond and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Series 2020 Bond, the Outstanding Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding the Series 2020 Bond, the Outstanding Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or

resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations.
- (b) Make any change in the rate of interest borne by the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations.
- (c) Reduce the amount of the principal payable on the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Series 2020 Bond, the Outstanding Bonds or any Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall (1) prior to the publication of the notice hereinafter provided for in (2), cause notice of the proposed amendment to be mailed to each of the owners of the Series 2020 Bond, the Outstanding Bonds and Parity Obligations at the addresses appearing on the registration books of the City, and (2) cause notice of the proposed amendment to be published one time in a newspaper published and/or having a general circulation in the City of Marshalltown, Iowa. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

If the owners of at least a majority in aggregate principal amount of the Series 2020 Bond, the Outstanding Bonds and Parity Obligations outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Series 2020 Bond, Outstanding Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of the Series 2020 Bond, the Outstanding Bonds or Parity Obligations pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the Series 2020 Bond, the Outstanding Bonds or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Series 2020 Bond, the

Outstanding Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 14. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the registered owners of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in denominations of \$100,000 or more (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the registered owner at least every six months.

The Series 2020 Bond is being issued in a minimum denomination of more than \$100,000 and is being sold in a limited private placement. Accordingly, the City finds that the Rule is inapplicable to the Series 2020 Bond.

Section 15. It is the intention of the City that interest on the Series 2020 Bond be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2020 Bond will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

For the sole purpose of qualifying the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, the City finds that \$5,065,000 (the “Deemed Designated Portion”) of the principal amount of the Bonds is “deemed designated” as “qualified tax exempt obligations” (and does not count against the City’s \$10,000,000 limit for calendar year 2020) because (i) the Deemed Designated Portion is being issued to refund a like principal amount of the City’s Sewer Revenue Bonds, Series 2012 (the “Series 2012 Bonds”), and a like principal amount of the City’s Sewer Revenue Bonds, Series

2014 (the “Series 2014 Bonds”), (ii) the Bonds have a maturity date (June 1, 2029) which is not later than the date (April 1, 2041) which is 30 years after the date (May 8, 2014) on which the Series 2014 Bonds were issued, (iii) the Series 2012 Bonds and the Series 2014 Bonds were issued as qualified tax-exempt obligations and (iv) the average maturity date of the Bonds is not later than the average maturity date of the Series 2012 Bonds and the Series 2014 being refunded with the proceeds thereof. The City represents that the reasonably anticipated amount of “tax-exempt obligations” which will be issued by the City during the current calendar year [other than the Deemed Designated Portion and other tax exempt obligations also qualifying for “deemed designated status” or otherwise not taken into account under Section 265(b)] will not exceed \$10,000,000.

Section 16. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 17. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 18. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved December 23, 2019.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Loan Agreement and the issuance of a \$5,065,000 Sewer Revenue Refunding Bond, Series 2020 of the City evidencing the City's obligation under the Loan Agreement.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement or to issue the Series 2020 Bond.

WITNESS MY HAND this _____ day of _____, 20__.

City Clerk

December 20, 2019

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158-4912

Re: \$5,065,000 Sewer Revenue Refunding Bond, Series 2020
Our File No. 422742-37

Dear Shari:

We have prepared and enclose the resolution that should be adopted at the Marshalltown Council meeting on December 23 in order to authorize the issuance of the City's \$5,065,000 Sewer Revenue Refunding Bond.

The materials enclosed include the following items:

1. Resolution authorizing the issuance of the Sewer Revenue Refunding Bond. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Certificate attesting transcript

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact me.

Very truly yours,

Robert E. Josten

cc by email: Maggie Burger
Diana Steiner
Brian DeMoss
Jessica Kinser
Travis Squires
Diana Van Vleet

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: December 20, 2019
RE: Request for New Construction Incentive

Council Member Lamer requested this item be brought before the Council for discussion. Dave Thompson, owner of Thompson True Value is requesting the \$50,000 new construction incentive for the construction of his new store at 106 South Center Street. The store opened on July 8, 2019.

The City Council did approve a new construction incentive of \$50,000 on October 14, 2019. The resolution is included with this memo. The eligibility for this incentive was outlined as follows:

- The building be located in the Downtown Urban Renewal Area #4
- The construction value is \$1 million or greater
- The building complies with all adopted design standards

The True Value Store does meet the three requirements, however, the incentive did not exist before his project was completed. Therefore, it is not something that I can process and bring forward to you as eligible. If you would like to make the Thompson True Value Store eligible, it would need to be done as a new resolution granting \$50,000.

Mr. Thompson is eligible for the 3 year, 100 percent tax abatement as long as he completes the application by February 1, 2020.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



2019-250

**RESOLUTION CREATING A \$50,000 INCENTIVE FOR NEW CONSTRUCTION
PROJECTS LOCATED IN URBAN RENEWAL AREA #4**

WHEREAS, the City of Marshalltown is looking to rebuild the downtown following the July 19, 2018, tornado, recognizing that rebuilding will include both renovation and restoration of existing buildings and new construction; and

WHEREAS, an incentive grant exists for properties located in the Marshalltown Central Business District for façade restoration and code compliance; and

WHEREAS, no such incentive grant exists for new construction projects in the Marshalltown Central Business District or the area extending outside those boundaries; and

WHEREAS, the City Council has expressed a desire to assist new construction projects with similar funding to that provided through the incentive grant;

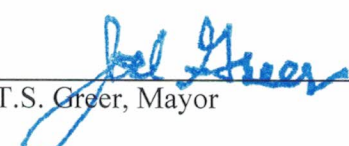
NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that a \$50,000 incentive grant is hereby created for new construction projects that meets the following qualifications:

- The building be located in the Downtown Urban Renewal Area #4
- The construction value is \$1 million or greater
- The building complies with all adopted design standards

BE IT FURTHER RESOLVED, the City Council hereby designates \$250,000 of the Council-designated Local Option Sales Tax to be set-aside to fund five qualifying new construction projects.

Passed this 14th day of October, 2019 and signed this 16 day of October, 2019.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Shari L. Coughenour, CMC, City Clerk