

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
APRIL 27, 2020, 5:30 PM

GoToMeeting information for City Council Meeting

Mon, Apr 27, 2020 5:30 PM - 7:30 PM (CDT)

Please join this meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/342189701>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

Access Code: 342-189-701

United States: +1 (571) 317-3116

One-touch: tel:+15713173116,,342189701#

or

United States (Toll Free): 1 866 899 4679

- One-touch: tel:+18668994679,,342189701#

To make a written comment on a specific item, please fill out this form before 4:00 PM on April 27, 2020.

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, Martin, Thompson, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. Approve Minutes, April 13, 2020, And Bill List \$ 923,082.16

Documents:

[2020-04-13_Council Minutes.pdf](#)

[2020-04-27_Bill List.pdf](#)

2. Reappoint To Plan Zoning, Keith Bloomquist And Steve Valbracht

Documents:

[2020-04-27_PZ__BoardsRoster.pdf](#)

3. Appoint Leon Lamer And Deborah Ewoldt To Solid Waste Management Commission

Documents:

[2020-04-27_Solid Waste Management_BoardsRoster.pdf](#)

4. Approve Two New Tree Trimmer Licenses, FINCO TREE/WOOD SERVICE And CODY'S TREE SERVICE

Documents:

[CODYS.pdf](#)

[FINCO.pdf](#)

5. March 2020 Financial Statements

Documents:

[March 2020 Financials Memo.pdf](#)

[March 2020 Financial Statements.pdf](#)

6. Q1 Strategic Plan Update

Documents:

[Q1 2020 Strategic Plan Update.pdf](#)

7. RESOLUTION 2020-104 APPROVING A LISTING AGREEMENT WITH FIVE STAR REAL ESTATE GROUP FOR THE SOUTHRIDGE ESTATES SUBDIVISION

Documents:

[Res Approving Listing Agreement Southridge.pdf](#)

[5 Star Listing Agreement.pdf](#)

[Memo on 5 Star Listing Agreement.pdf](#)

[Southridge Estates Prelim Plat.pdf](#)

[RFP for Real Estate Services.Southridge.pdf](#)

8. RESOLUTION 2020-105 APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE MARSHALLTOWN CENTRAL BUSINESS DISTRICT FOR \$35,000 FOR OPERATION SUPPORT DUE TO THE COVID-19 PANDEMIC

Documents:

[Res Amending FY20 MCBF Agreement.pdf](#)
[City Council Emergency Funding Letter April 2020.pdf](#)
[Memo on MCBF Funding Request.pdf](#)
[TIF Balances FY21 Budget Process.pdf](#)

9. RESOLUTION 2020-106 APPROVING AN ENVIRONMENTAL COVENANT TO BE FILED FOR 12 EAST STATE STREET AS A CONTAMINATED SITE

Documents:

[Res Approving Env Covenant for 12 E State.pdf](#)
[Marshalltown Cont Site Environmental Covenant.12 E State Street.pdf](#)

10. RESOLUTION 2020-107 AWARDED THE CONTRACT FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF SIX RESIDENTIAL PROPERTIES TO LANSING BROTHERS CONSTRUCTION COMPANY INC. AT A COST OF \$96,340

Documents:

[Res Awarding Abatement Demo Bid Lansing.pdf](#)
[Asbestos Remediation and Demolition Agreement.pdf](#)

11. RESOLUTION 2020-108 TO EXTEND THE FAÇADE GRANT WORK AT 19-21 S. 2nd AVENUE, MARSHALLTOWN, IOWA

Documents:

[Resolution to Extend Facade Grant work at 19-21 S. 2nd Ave.pdf](#)
[Memo to extend facade grant work at 19-21 S. 2nd Ave.pdf](#)
[Signed Resolution 05-13-2019 2019-092 Facade Grant at 2=19-21 S. 2nd Avenue.pdf](#)

12. RESOLUTION 2020-109 ORDERING CONSTRUCTION OF THE ANSON PARK SHELTER PRK19001 AND SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[04-27-2020 PRK20001 Anson Shelter Opinion of Probably Costs.pdf](#)
[04-27-2020 PRK20001 Official Notice of Hearing and](#)

Letting.pdf
04-27-2020-_-PRK20001 Construction Order
Resolution.pdf
04-27-2020_2020-_-PRK20001 Memo on Ordering
Construction for Anson Park Shelter.pdf

13. RESOLUTION 2020-110 ORDERING CONSTRUCTION OF THE
S.6th ST & W. MERLE HIBBS PROJECT SMW19002 SETTING
PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS

Documents:

04-27-2020 SMW19002 Memo to Order Construction.pdf
04-27-2020 SMW19002 Official Notice of Hearing and
Letting.pdf
04-27-2020 SMW19002 Opinion of Probable Costs.pdf
SMW19002 Cons Order Res.pdf

14. RESOLUTION 2020-111 TO APPROVE FEDERAL CARES ACT
GRANT AGREEMENT #2020-010-00-FY20 FOR OPERATIONAL
EXPENSES FOR THE MARSHALLTOWN TRANSIT FACILITY

Documents:

Transit Approve Cares Grant .pdf
Marshalltown CARES Contract.pdf

15. RESOLUTION 2020-112 TO APPROVE FEDERAL CARES ACT
GRANT AGREEMENT #4040-0004 FOR OPERATIONAL
EXPENSES FOR THE MARSHALLTOWN MUNICIPAL AIRPORT

Documents:

Airport Approve Cares Grant .pdf
Grant Unsigned (1).pdf

G. **MOTIONS**

1. Motion Regarding Council Meeting Time For Tuesday, May 26,
2020, Following Memorial Day Holiday.
2. Approve New Liquor License For Dollar General Store #21858, 104
W State Street

Documents:

Dollar General Store - new LicenseApplication.pdf

H. **RESOLUTIONS**

1. RESOLUTION 2020-113 ACCEPTING BID AND AUTHORIZING
THE AWARD OF CONTRACT FOR THE CONCRETE REPAIR
PHASE III PROJECT IN THE CITY OF MARSHALLTOWN, IOWA

BEING PROJECT NO. WPC19001 IN THE AMOUNT OF
\$311,737.00

Documents:

[Res Accept Bid Phase III Concrete.pdf](#)
[WPC19001 Phase II Concrete Bid Tabulation.pdf](#)

2. RESOLUTION 2020-114 ACCEPTING BID AND AUTHORIZING
THE AWARD OF CONTRACT FOR THE SOUTH 7TH AVENUE
EXTENSION TO EAST SOUTHRIDGE ROAD PROJECT IN THE
CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO.
ECO18001 IN THE AMOUNT OF \$163,449.50

Documents:

[Res Accept Bid 7th Ave Ext.pdf](#)
[ECO18001 7th Ave Ext Bid Tabulation.pdf](#)
[ECO18001 Memo_Accept Bid_Award Contract.pdf](#)
[ECO18001 Notice of Award.pdf](#)

3. PUBLIC HEARING AND RESOLUTION 2020-115 APPROVING
PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST
FOR THE CONSTRUCTION OF THE HANGAR BUILDING,
TERMINAL BUILDING AND SITE IMPROVEMENTS PROJECT
#APR19001

Documents:

[Airport approve specs reso.pdf](#)

4. PUBLIC HEARING AND RESOLUTION 2020-116 APPROVING
PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST
FOR THE VAULT IMPROVEMENTS AT THE MARSHALLTOWN
MUNICIPAL AIRPORT PROJECT #APR19002

Documents:

[Vault approve specs reso.pdf](#)

5. PUBLIC HEARING AND RESOLUTION 2020-117 APPROVING
PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST
FOR THE 2020 STREET MAINTENANCE, PROJECT NO.
STR20001

Documents:

[STR20001 approve specs reso.pdf](#)

6. PUBLIC HEARING AND RESOLUTION 2020-118 APPROVING
PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST
FOR THE RETAINING WALL AT RIVERVIEW PARK
STORMWATER PUMP STATION , PROJECT NO. SMW20001

Documents:

[SMW20001 approve specs reso.pdf](#)

7. PUBLIC HEARING AND RESOLUTION 2020-119 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE FEMA STREETS PROJECT , PROJECT NO. FEMA18004

Documents:

[FEMA18004 approve specs reso.pdf](#)

8. PUBLIC HEARING AND RESOLUTION 2020-120 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE TIMBER CREEK PEDESTRIAN BRIDGE, PROJECT NO. PRK18001

Documents:

[PRK18001 approve specs reso.pdf](#)

I. ORDINANCES

1. ORDINANCE 14995 RELATING TO THE ANNUAL COMPENSATION OF THE MAYOR AND CITY COUNCIL, Third Reading

Documents:

[04-27-2020_14995 Ordinance MayorCouncilSalary.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. DISCUSSION

1. Request For Additional TIF Rebate- Marshalltown Lofts/Flint Hills-Landover

Documents:

[Marshalltown TIF Request 4.23.2020.pdf](#)
[Memo Flint Hills TIF Request.pdf](#)
[TIF Worksheet Landover.pdf](#)

L. 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
April 13, 2020

Mayor Greer called the meeting to order at 5:30 PM, April 13, 2020, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Martin, Thompson, Wirin. Martin and Wirin fully participated via speakerphone. Due to COVID-19 imposed distancing, the public attended via Go-To-Meeting, and had options to present written comments prior to the meeting, as well as during the meeting via the interactive live-stream meeting.

CONSENT AGENDA:

Isom moved to adopt the consent agenda, Approve Council Minutes Of March 23, 2020, And Bill List Of \$1,392,821.60; Receipt Of Building Permit Report, RESOLUTION 2020-087 ORDERING CONSTRUCTION OF THE 2020 STREET MAINTENANCE PROJECT STR20001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-089 ORDERING CONSTRUCTION OF THE AIRPORT VAULT IMPROVEMENTS PROJECT APR19002, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-090 ORDERING CONSTRUCTION OF THE FEMA STREETS PROJECT FEMA18004, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-091 ORDERING CONSTRUCTION OF THE RETAINING WALL AT RIVERVIEW PARK STORMWATER PUMP STATION PROJECT SMW20001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-092 ORDERING CONSTRUCTION OF THE TIMBER CREEK PARK BRIDGE PROJECT PRK18001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2020-093 APPROVING CONTRACT CHANGE ORDERS #13-15 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION PROJECT, AN INCREASE OF \$ 10,801.32; RESOLUTION 2020-095 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE ANSON PARK PROJECT, BEING PROJECT NO. PRK19001, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$169,082.45; RESOLUTION 2020-095 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE ANSON PARK PROJECT, BEING PROJECT NO. PRK19001, WITH A FINAL PROJECT COST IN THE AMOUNT OF \$169,082.45; RESOLUTION 2020-096 TO AUTHORIZE FEDERAL GRANT ASSISTANCE APPLICATION FOR AIRPORT IMPROVEMENTS FOR THE MARSHALLTOWN MUNICIPAL AIRPORT IN THE AMOUNT OF \$120,000.00; second by Thompson. Motion carried 7-0.

Martin moved to adopt RESOLUTION 2020-088 ORDERING CONSTRUCTION OF THE AIRPORT HANGAR PROJECT APR19001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS, second by Isom. Resolution adopted 6-1, Hoop dissenting.

RESOLUTIONS:

Isom moved to adopt RESOLUTION 2020-094 ACCEPTING BID AND AUTHORIZING THE AWARD AND APPROVAL OF CONTRACT AND BOND WITH CALIBER CONCRETE FOR THE WEST END PARK PROJECT PHASE I PRK19004, IN THE BASE BID AMOUNT OF \$393,841.06 AND ALTERNATE 1 AMOUNT OF \$39,845.67, second by Cahill. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2020-097 APPROVING A LEASE OF 109 SOUTH 1ST AVENUE (FIRE STATION) TO MARSHALL COUNTY, second by Gowdy. The county wants to utilize the space for election headquarters from April 15 – June 15, 2020, lease is \$2,000 per month. Kinser explained the auction is on hold until COVID-19 social distancing requirements are relaxed by the Governor. Resolution adopted 7-0.

PUBLIC HEARING – project specifications

Mayor Greer declared the public hearing open for RESOLUTION 2020-099 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 7TH AVENUE & SOUTHRIDGE SUB, PROJECT NO. ECO18001 at 5:48 PM. There were no written comments, nor any public comments from the interactive web meeting. Public Works Director Nickel explained the extension of S 7th Avenue north to Southridge Road provides a necessary egress to residents of Kester's Country Estates. Thompson inquired as to the city's intent to provide other areas with inadequate egress. Nickel responded he was not aware of how many residences required a second egress. Greer closed the public hearing at 5:51 PM. Martin moved to adopt RESOLUTION 2020-099 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 7TH AVENUE & SOUTHRIDGE SUB, PROJECT NO. ECO18001, second by Gowdy. Resolution adopted 6-1, Thompson dissenting.

PUBLIC HEARING – Transit Funding Application

Mayor Greer declared the public hearing open for RESOLUTION 2020-103 APPROVING THE FY 2021 CONSOLIDATED TRANSIT FUNDING APPLICATION FOR THE MARSHALLTOWN MUNICIPAL TRANSIT PUBLIC TRANSIT PROGRAM at 5:54 PM. There were no written comments, nor any public comments from the interactive web meeting. Transit Administrator Pigors explained the funding is for operational costs and does not include new buses. Mayor Greer closed the public hearing closed at 5:57 PM. Thompson moved to adopt RESOLUTION 2020-103 APPROVING THE FY 2021 CONSOLIDATED TRANSIT FUNDING APPLICATION FOR THE MARSHALLTOWN MUNICIPAL TRANSIT PUBLIC TRANSIT PROGRAM, second by Isom. Resolution adopted 7-0.

PUBLIC HEARING – Loan Agreement

Mayor Greer declared the public hearing open for RESOLUTION 2020-098 APPROVING LOAN AGREEMENT WITH IOWA ECONOMIC DEVELOPMENT AUTHORITY'S NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION LOAN FUND at 5:57 PM. There were no written comments, nor any public comments from the interactive web meeting. Kinser explained the forgivable loan was for the purpose of abating shared wall issues from the 2018 Tornado. Applicants will be evaluated, with grant funds providing reimbursement for qualified projects. Mayor Greer closed the public hearing at 6:07 PM. Cahill moved to adopt RESOLUTION 2020-098 APPROVING LOAN AGREEMENT WITH IOWA ECONOMIC DEVELOPMENT AUTHORITY'S NUISANCE PROPERTY AND ABANDONED BUILDING REMEDIATION LOAN FUND, second by Isom. Resolution adopted 7-0.

PUBLIC HEARING – sale of property

Mayor Greer declared the public hearing open for RESOLUTION 2020-100 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO MARK EATON TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED, 105 N 6TH STREET at 6:08 PM. There were no written comments, nor any public comments from the interactive web meeting. Two bids for the property were received following advertisement of sale. Eaton bid \$750. Mayor Greer closed the public hearing at 6:09 PM. Gowdy moved to adopt RESOLUTION 2020-100 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO MARK EATON TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED, 105 N 6TH STREET, second by Martin. Resolution adopted 7-0.

PUBLIC HEARING – sale of property

Mayor Greer declared the public hearing open for RESOLUTION 2020-101 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO RENE MARTINEZ AND JUANA RUIZ TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED, 401 1/2 MAY ST, at 6:10 PM. There were no written comments, nor any public comments from the interactive web meeting. One bid for the property was received following advertisement of sale. The adjacent property owners bid \$500.00. Mayor Greer closed the public hearing at 6:11 PM. Isom moved to adopt RESOLUTION 2020-101 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE

CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO RENE MARTINEZ AND JUANA RUIZ TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED, 401 1/2 MAY ST, second by Cahill. Resolution adopted 7-0.

PUBLIC HEARING – sale of property

Mayor Greer declared the public hearing open for RESOLUTION 2020-102 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO MARK EATON TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED, 712 E BOONE STREET, at 6:12 PM. There were no written comments, nor any public comments from the interactive web meeting. Two bids for the property were received following advertisement of sale. Eaton bid \$750. Mayor Greer closed the public hearing at 6:14 PM. Thompson moved to adopt RESOLUTION 2020-102 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA TO MARK EATON TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED, 712 E BOONE STREET, second by Isom. Resolution adopted 7-0.

ORDINANCES:

Gowdy moved to adopt the second reading of Ordinance 14995 RELATING TO THE ANNUAL COMPENSATION OF THE MAYOR AND CITY COUNCIL, second by Hoop. Second reading adopted 5-2, Cahill and Thompson dissenting.

DISCUSSION:

There were no discussion items.

PUBLIC COMMENT

There were no written comments, nor any public comments from the interactive web meeting.

ADJOURNMENT:

Meeting Adjourned at 6:22 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

BILL LIST APRIL 27, 2020

/0		Galls.LLC/1	55.79
Advertising		I.R.S./6	82,841.74
T-R/12	904.00	ICMA.457/10	13,443.50
Consulting & Professional Fees		Texas.Child.Sup/2	252.57
Bernie.Lowe/1	123.36	TotalAdmin.Serv/4	8,807.57
Bolton&Menk.Inc/6	15,956.50	UAW.Local 893/1	148.48
CGA.Assoc/3	52,428.62	Payroll.Net	
Fox.Engrg.Assc/2	14,006.70	Payroll/1	293,778.49
HDR.Engrg/1	7,733.82	Refund/Reimbursed	
Health.Partners/1	13,554.73	Am.Library.Asc/1	2,000.00
Howard.R.Green/1	3,500.00	Baker.Taylor/4	91.63
Lynch.Dallas.PC/3	4,031.50	BRODART.CO/1	6.15
TSP.Inc/1	5,960.55	Church,S/1	100.00
WHKS.Co/1	2,318.68	Health.Partners/3	-1,275.51
Contracts		OVERDRIVE,INC./2	395.91
Biblioteca.LLC/1	4,507.00	Youds,K/1	120.00
Bintec.Library/1	2,539.80	Rents/Leases	
Bjelland.Plmbg/2	15,600.00	Nichols,T/1	318.00
Bolton&Menk.Inc/1	160.00	Service/Repairs	
Flir.Outdoor.Sy/1	33,475.00	Arnold.Motor.Su/2	1,425.33
HANSEN,J/3	1,234.00	BDH/2	989.00
Hansen,S/1	836.00	Century.Link/30	546.97
IA.D.O.T/1	23,662.21	Centurylink.Id/6	11.09
IA.Dept.Insp.Ap/1	51.19	CIRO.DIIORIO LLC/1	2,750.00
IA.Dpt.Safety/1	291.60	Cntrl.IA.Farm/1	60.34
Marsh.Co.Landfi/2	55,209.05	Devig,T/23	2,478.25
Marshall.Co.Aud/1	10,382.50	FEAGAN,C/1	52.50
MarshalltownCBD/1	7,500.00	Gale-Hazen,E/1	165.00
Mtwn.Aviation/1	642.00	Gale-Hazen,K/1	210.00
Mtwn.Wtrwrks/2	4,716.22	Hartwig.Plmbg/2	966.51
O.C.L.C.Inc/2	1,878.30	IAAI/4	760.00
Premier.Equip/1	79.16	IACP/1	875.00
Racom.Corp/1	30.00	Independent.Ins/1	5,000.00
Region.6.Planng/1	696.00	Iowa.Hometown.S/1	83.58
Servicemaster/1	1,772.00	Language.Line.S/1	641.80
Stericycle.Inc/3	150.88	Marco.Holdings/1	120.00
Stone.Sanit/1	115.56	Mtwn.Aviation/2	502.91
Unified.Contr./2	1,615.50	Murphy.Tractor./1	550.00
Xerox.Corp/1	24.00	New.CenturyFS/1	70.00
Debt Service		Racom.Corp/3	777.50
Fire.Srvs.Trng/1	14,243.00	T.S.Y.S./2	105.48
Equipment		Y.S.S./1	14,810.29
BDH/1	4,669.95	Zamora,R/2	127.50
CIRO.DIIORIO LLC/1	2,750.00	Supplies/Parts	
Library Books		A.S.I.Signage/1	310.00
Baker.Taylor/6	579.13	Arnold.Motor.Su/23	4,305.17
BRODART.CO/5	607.71	Baker.Taylor/4	472.05
Cengage.Learnng/11	681.84	BDH/3	4,911.66
CenterPoint.Prn/2	190.86	BLUEGLOBES.INC/1	358.17
Diamond.Lake/1	342.15	Bound.Tree.Medi/2	274.63
MicroMarketing./3	504.90	Cessford.Constr/1	6,224.56
OVERDRIVE,INC./5	1,568.65	City.Laundering/3	170.03
RECORDED.BOOKS/2	3,000.00	Cntrl.IA.Distr/3	514.60
Medical		Cntrl.IA.Farm/1	63.50
Bernie.Lowe/1	1,005.52	Concrete/1	131.22
Health.Partners/5	90,485.29	Diamond.Vogel/1	2.68
Medtrak.Service/1	131.02	Electric.Pump/1	680.08
Payroll.Deductions		Elliott,Equip/1	10.00
A.M.S./3	47.66	Engineered.Equi/2	3,111.13
American.Educa./1	64.41	Fastenal.Co/1	18.83
AXA/1	325.00	Galls.LLC/10	2,176.72
Collection.Svs./5	1,325.16	Hunter,A/1	53.49
Colonial.Life/1	435.76	Interst.Battery/2	343.20
Fidelity.Securt/2	456.31	Iowa.Hometown.S/1	2,136.92
Fire.Union.Dues/2	1,260.00	Kapaun.Brown/1	248.45
		Kriss.Premium/1	259.50
		LARRY'S.TOWING/1	270.00

BILL LIST APRIL 27, 2020

Macqueen.Equip/2	2,325.88
Menards/2	44.99
Midland.Scienti/2	150.40
Mobotrex.Inc./1	537.00
New.CenturyFS/1	61.46
Nutrien.Ag.Sol/1	495.00
Office.Express/2	168.17
OVERDRIVE,INC./3	632.93
Racom.Corp/2	220.00
Sign.Creations/2	132.00
Streichers.Inc/1	54.00
Tags.Screen.Prt/1	98.50
Thiesens.Supply/7	471.42
Thomas.Co/1	77.82
Traffic.Control/1	1,975.00
Vajgrt.R/2	314.88
Utilities	
AlliantEnergy/64	39,261.24
Consumr.Energy/2	400.07
WoodRiver.Enrgy/2	1,090.69
Total/420	923,082.16



Board and Commission Roster

Planning and Zoning Commission

Department: Housing

Dept. Phone: (641) 754-5756

Seven members appointed by the Mayor subject to approval of the City Council; 5 year terms. The Commission shall recommend the boundaries of the various original district and appropriate regulations and restrictions to be enforced therein. In addition, the Commission shall make recommendations for amendments, supplements, changes and modifications of said regulations, restrictions, and boundaries of districts. Meetings will be held the Thursday following the first Council meeting of the month at 5:00 PM.

<u>Term End Date</u>	<u>Member Contact Information</u>		
4/1/2026	Keith E. Bloomquist 2313 Knollway Drive Marshalltown, IA 50158	(641) 751-5075 (641) 753-4020	knollway@mchsi.com 6 years to stagger term Appointed: 4/27/2020
4/1/2024	Jon Boston 1710 Rainbow Drive Marshalltown, IA 50158	(641) 752-2594	jcbost50@yahoo.com reappointed Appointed: 5/28/2019
4/1/2023	Matthew Brodin 315 Harrison Dr Marshalltown, IA 50158	(641) 691-1185	brodin.matt@gmail.com replaces F Nord Appointed: 12/11/2017
4/1/2022	Michele Buzbee 510 Highland Dr Marshalltown, IA 50158	(641) 780-0974	shelmadigan@gmail.com replaces Aimee Deimerly Snyder Appointed:
4/1/2025	Laura Eilers 2916 Jackie Terrace Marshalltown, IA 50158	(641) 780-5443 (641) 752-8800	laeilers@pegglaw.com replaces Sharon Greer Appointed:
4/1/2025	Stephen Valbracht 307 Thunderbird Drive Marshalltown, IA 50158		stevevalbracht@gmail.com Appointed: 4/27/2020
4/1/2024	Jonell Wittkop 2622 S 8th St Marshalltown, IA 50158	(641) 750-7064	jonell@fivestarthometeam.com Replaces A Lins-Eich Appointed:

Thursday, April 23, 2020



State of Iowa gender equality statistics

Males - Count / %	4	57.14%
Females - Count / %	3	42.86%
Total Members	7	



Board and Commission Roster

Solid Waste Commission

Department: Mayor

Dept. Phone: (641) 754-5712

City has two City Council Members serving on their executive board and three public members on the board. 28E Agreement. (Updated Jan 25, 2019, per Don Ballalatak)

<u>Term End</u> <u>Date</u>	<u>Member Contact Information</u>		
12/31/2025	Deborah Ewoldt 603 Highland Acres Rd Marshalltown, IA 50158	(641) 753-6691 (641) 751-9136	dewoldt@shomo-madsen.com <i>Public Representative (1 of 3)</i> Appointed:
12/31/2021	Mike Gowdy 404 W Meadow Ln Marshalltown, IA 50158	(641) 751-3708	hawk1_1951@yahoo.com <i>City Council Representative</i> Appointed:
12/31/2024	Al Hoop 209 Olson Way Marshalltown, IA 50158	(641) 691-8813	ahoop7@mchsi.com <i>City Council Representative - replaced Leon Lamar</i> Appointed:
12/31/2024	Leon Lamer 503 S 12th Street Marshalltown, IA 50158	(641) 753-8959	leonlamer43@mediacombb.net <i>Public Representative (1 of 3)</i> Appointed:
12/31/2023	Merrill Price 103 Santa Barbara Marshalltown, IA 50158	(641) 753-3631	merrillp250@gmail.com <i>Public Representative (1 of 3)</i> Appointed:

State of Iowa gender equality statistics

Males - Count / %	4	80.00%
Females - Count / %	1	20.00%
Total Members	5	

Friday, April 17, 2020

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Cody's Tree Service, LLC
 Address of Business: 6131 NE Lakeshore Dr., Brooklyn, Ia 52211
 Business Telephone: 515-520-4145
 Owner(s) of Business: Cody Brown
 Home Address/
 Telephone of Owners: 5169 Buena Vista Drive, Brooklyn Ia 52211
 If incorporated, is business authorized to transact business in the State of Iowa? Yes
 Sales Tax Number: 179007822
 If title is a trade name, has such name been registered? Yes
 Date of commencement of business: 10-23-2017

Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?
 Yes ☐ No ☒ (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
2001 Ford F-7		
2001 Ford F250	INB 804	Cody Brown
2019 Ford F350	EEA 617	Cody Brown, Dee Brown
Dump Trailer PT	HA 9124	Cody Brown
Bobcat Skid loader	N/A	Cody Brown
Log Skid Grinder	N/A	Cody Brown
2008 Bucket Truck Ford	FCZ 590	Cody Brown
Chipper - 2009	ET6501	Cody Brown

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to Issuance of a Tree Trimmer License
 Date Insurance Certificate Received _____

Cody Brown
 Applicant

 Applicant

Date: _____
 \$25.00 Fee paid _____

Approved by City Council on _____

 City Administrator

7/98

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Finco Tree and Wood Service LLC
Address of Business: ~~1414~~ 52724 2804th Keller IA 50134
Business Telephone: 515-769-2336
Owner(s) of Business: Todd Finch CFO
Home Address/
Telephone of Owners: NR
If incorporated, is business authorized to transact business in the State of Iowa? YES
Sales Tax Number: 1-85017632M
If title is a trade name, has such name been registered? YES
Date of commencement of business: 1982
Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?
Yes ☐ No ☒ (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)
<u>HC 7400 Bucket truck</u>	<u>SMB</u>	<u>FINCO</u>
<u>HC 4700 Bucket truck</u>	<u>SMB</u>	
<u>DODGE 2018 Haul truck</u>	<u>7592 JIN</u>	
<u>FORD 2012 chip truck</u>	<u>1030 JIN</u>	

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to Issuance of a Tree Trimmer License
Date Insurance Certificate Received _____

[Signature]
Applicant

Applicant

Date: 4-16-2020
\$25.00 Fee paid ☒

Approved by City Council on _____

City Administrator

7/98

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion

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

April 22, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: March Monthly Financial Statements

Policy Issue: N/A.

Recommendation: Staff recommends approving the March 2020 monthly financial statements.

Background: The Finance department has prepared and reconciled the March 2020 financial statements for your review. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/19, the year-to-date revenues and expenses for 9 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses. Please note that the FY20 budget amendment approved in March is now reflected in the report.

Items of interest this month:

*Fund 001 includes our annual insurance payment for property and liability of \$263,336 to ICAP

*In fund 383 (Coliseum Remodel) expenses of \$50,288 were paid to the general contractor.

*The quarterly transfers were made between funds.

Budget Impact: N/A

Attachment: March 2020 Financial Statements

cc: Jessica Kinser, City Administrator

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,761,714.82	10,167,145.37	11,359,494.90	569,365.29
010 - CASH FLOW RESERVE FUND	2,295,731.37	74,392.40	-	2,370,123.77
030 - CAPITAL RESERVE	237,270.57	421,920.69	414,676.44	244,514.82
031 - CAPITAL RSRV-BLDG MAINT	274,259.88	4,933.72	-	279,193.60
032 - CIP LARGE VEHICLE/EQUIPMENT	212,000.00	106,000.00	-	318,000.00
110 - ROAD USE TAX	6,078,797.75	2,795,747.49	2,877,994.59	5,996,550.65
112 - EMPLOYEE BENEFITS FUND	2,694,901.22	1,577,979.57	1,841,673.98	2,431,206.81
117 - POLICE/FIRE RETIREMENT	510,413.10	667,789.49	820,535.57	357,667.02
119 - EMERGENCY FUND	-	138,566.03	138,566.03	-
121 - LOCAL OPTION SALES TAX	3,741,656.76	3,203,139.90	2,565,340.34	4,379,456.32
125 - TAX INCREMENT FINANCING	518,758.81	557,152.81	324,035.28	751,876.34
126 - TIF-LMI	-	25,231.63	-	25,231.63
130 - CITY TORT LIABILITY	83,777.25	26,443.73	29,926.01	80,294.97
132 - GRANTS-STATE/LOCAL AGENCIES	(49,516.79)	-	290,050.00	(339,566.79)
140 - PARK & REC DONATION FUND	95,747.77	67,111.26	16,037.13	146,821.90
141 - MTOWN TENNIS ASSOC	1,727.92	30.86	-	1,758.78
142 - SOFTBALL ASSOCIATION FUND	13,729.77	15,277.19	26,427.02	2,579.94
144 - LIVE HEALTHY IOWA	3,128.44	-	5,126.33	(1,997.89)
145 - TORNADO GENERAL	600,160.23	1,133,047.84	1,767,530.58	(34,322.51)
146 - FEMA VALOR	(64,348.56)	9,183.85	-	(55,164.71)
147 - FEMA DEMO	(29,608.21)	30,875.13	55,391.85	(54,124.93)
148 - FEMA-COVID19	-	-	145.49	(145.49)
150 - COPS FAST GRANTS	(2,818.95)	36,790.98	37,917.83	(3,945.80)
151 - DEPT OF JUSTICE GRANTS	(11,019.59)	2,534.19	344.50	(8,829.90)
152 - POLICE UNDESIGNATED GRANTS	1,194.10	63,573.23	74,142.83	(9,375.50)
153 - POLICE DEPT DONATION FUND	94,557.84	11,352.51	24,838.09	81,072.26
156 - FIRE DEPT DONATION FUND	9,053.60	2,084.42	4,688.61	6,449.41
157 - FIRE DEPT GRANTS	4,723.45	84.36	-	4,807.81
160 - ECONOMIC DEVELOPMENT GIFT	51,247.83	915.29	-	52,163.12
161 - SURETY DEPOSITS/SUBDIVIDER	10,691.60	190.96	-	10,882.56
170 - LIBRARY DONATION FUND	110,317.71	23,728.63	21,927.90	112,118.44
177 - SEIZED ASSETS (POLICE)	42,225.68	1,842.15	3,737.04	40,330.79
179 - OTHER COMM AND ECON DEVELOPMENT	81,277.34	1,387.29	4,985.75	77,678.88
180 - HOUSING GRANTS	26,505.26	808.08	-	27,313.34
182 - #4 HUD LEAD GRANT	334.00	-	334.00	-
183 - FY 08 EDI (ECON DEV INCENTIVE)	(13,029.25)	-	360.00	(13,389.25)
184 - VOUCHERS - 002, 003	126,587.21	742,229.88	845,559.78	23,257.31
189 - #6 HUD LEAD GRANT	(12,834.57)	135,753.40	142,309.93	(19,391.10)
200 - GO BONDS DEBT FUND	146,285.51	2,783,288.87	442,417.50	2,487,156.88
300 - CIP COLLECTION FUND	122,311.52	349,258.01	542,811.86	(71,242.33)
310 - FEDERAL STREET GRANTS	-	-	-	-
311 - RISE STREET GRANTS	-	-	32,221.50	(32,221.50)
312 - AIRPORT PROJECT FUND	(22,135.42)	82,181.22	88,156.66	(28,110.86)
320 - SPECIAL ASSESSMENT PROJECTS	(24,083.95)	5,603.00	-	(18,480.95)
340 - BIKE PATH PROJECT FUND	(78,661.75)	17,214.10	106,734.34	(168,181.99)
341 - TREES FOREVER PROJECT	8,186.72	8,846.28	8,692.50	8,340.50
350 - GO BONDS CAPITAL PROJECTS	8,710.07	155.57	-	8,865.64
354 - POLICE & FIRE STATIONS	2,886,834.75	67,642.15	2,246,569.35	707,907.55
355 - 2015 GO BONDS (D&D)	533,217.44	27,764.22	210,614.11	350,367.55
357 - 2018 CY STREET PROJECTS	-	44,388.31	44,388.31	-
360 - 2019 GO BONDS & PROJECTS	-	5,714,818.97	365,764.06	5,349,054.91
381 - 2019 CY STREET, SIDEWALK, PARKING PROJECTS	2,331,666.52	44,445.64	455,174.75	1,920,937.41
382 - PUBLIC WORKS FACILITY	-	-	-	-
383 - COLISEUM REMODEL	495,473.00	2,350,022.09	312,668.52	2,532,826.57
392 - TIF DISTRICT III CAP PROJECTS	7,913.64	141.35	-	8,054.99
393 - TIF DISTRICT IV CAP PROJECTS	107,871.50	-	107,871.50	-
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	-	83,375.30	(83,375.30)
610 - WATER POLLUTION CONTROL	(7,795.76)	11,105,834.13	11,158,278.49	(60,240.12)
611 - WPCP REVENUE	13,229,747.88	14,676,691.67	11,121,323.35	16,785,116.20
612 - WPCP REVENUE BOND FUND	-	1,198,499.24	1,322,125.34	(123,626.10)
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,037,278.81	26,029.64	-	1,063,308.45
616 - SANITARY SEWER REHAB PROJECT	-	13,122.25	13,122.25	-
617 - SANITARY SEWER NEW CONSTRUCTN	104,843.90	8,756.00	-	113,599.90
618 - TORNADO-WPCP	(2,295.51)	-	-	(2,295.51)
690 - TRANSIT OPERATING	37,700.65	570,047.64	554,670.03	53,078.26
740 - STORM SEWER UTILITY	2,541,393.49	1,085,869.06	1,175,638.52	2,451,624.03
741 - 2016 GO STORM WATER PROJ	1,132,463.68	603,882.53	1,736,346.21	-
742 - TORNADO - STORM/SEWER	(4,140.06)	-	-	(4,140.06)
750 - COMPOSTING FACILITY	184,889.99	42,330.48	51,531.66	175,688.81
751 - TORNADO - COMPOST	(463,058.08)	-	153,380.00	(616,438.08)
760 - P&R CONCESSIONS ENTERPRISE	(14,588.69)	23,186.15	27,814.71	(19,217.25)
881 - OCCUPATIONAL INSURANCE ESCROW	72,836.76	98,774.40	121,711.13	49,900.03
884 - GROUP HEALTH INSURANCE ESCROW	2,309,319.84	2,524,982.58	2,971,682.09	1,862,620.33
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,287.84	692.18	973.12	37,006.90
910 - POLICE PENSION - T & A	-	8,282.90	8,282.90	-
913 - 911 COMMISSION	(72,698.73)	655,696.27	746,367.03	(163,369.49)
950 - SUBDIVIDER IMPROVEMENT ESCROW	-	-	-	-
951 - SALES TAX REIMBURSEMENT	5,713.34	3,910.73	14,585.55	(4,961.48)
952 - SURETY BONDS/DEPOSITS	2,833.61	509.90	-	3,343.51
953 - IA STATE SLEUTH USR GRP	14,971.67	-	14,971.67	-
TOTAL	46,169,609.54	66,188,111.86	59,934,362.11	52,423,359.29

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
999.0110.100	GWB P&R Deposits	44,888.87	2.00
Total BalObject: 0110 - P&R Deposits :		44,888.87	
BalObject: 0111 - Operating			
999.0111.000	UB&T Operating	7,944.58	1.32
999.0111.100	GWB Operating	44,648,011.44	2.00
Total BalObject: 0111 - Operating:		44,655,956.02	
BalObject: 0112 - COLISEUM			
999.0112.100	GWB COLISEUM	2,126,901.80	2.00
Total BalObject: 0112 - COLISEUM:		2,126,901.80	
BalObject: 0113 - Payroll			
999.0113.100	GWB Payroll	331,331.50	2.00
Total BalObject: 0113 - Payroll:		331,331.50	
BalObject: 0114 - Dev Inspections			
999.0114.100	GWB Dev Inspections	32,044.03	2.00
Total BalObject: 0114 - Dev Inspections:		32,044.03	
BalObject: 0115 - HUD Admin			
999.0115.100	GWB HUD Admin	24,571.00	2.00
Total BalObject: 0115 - HUD Admin:		24,571.00	
BalObject: 0116 - HUD HAP			
999.0116.100	GWB HUD HAP	3,800.66	2.00
Total BalObject: 0116 - HUD HAP:		3,800.66	
BalObject: 0117 - Police			
999.0117.100	GWB Police	40,249.35	2.00
Total BalObject: 0117 - Police:		40,249.35	
BalObject: 0120 - PETTY CASH			
610.0120.000	PETTY CASH	200.00	0.00
750.0120.000	PETTY CASH	200.00	0.00
Total BalObject: 0120 - PETTY CASH:		400.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	200.00	0.00
Total BalObject: 0122 - PETTY CASH-CITY CLERK:		200.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
Total BalObject: 0123 - PETTY CASH-LIBRARY:		100.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	225.00	0.00
Total BalObject: 0125 - PETTY CASH-PARK:		225.00	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
Total BalObject: 0130 - CASH HELD BY INSUR ADMI:		1.00	
BalObject: 0216 - GREAT WESTERN BANK MM			
999.0216.000	GREAT WESTERN BANK MM	4,801.51	1.58
Total BalObject: 0216 - GREAT WESTERN BANK MM:		4,801.51	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
611.0240.000	MIDWEST ONE CD (91-365 DAYS)	509,748.22	2.55
999.0240.000	MIDWEST ONE CD (91-365 DAYS)	3,051,363.38	2.37--2.68
Total BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS):		3,561,111.60	
BalObject: 0252 - GNB 365 INV			
884.0252.000	GNB CD (365 DAYS)	505,973.70	2.37
999.0252.000	GNB CD (365 DAYS)	1,011,234.25	2.11--2.37
Total BalObject: 0252 - GNB 365 INV:		1,517,207.95	
BalObject: 0999 - POOLED CASH			
999.0999.000	POOLED CASH	79,569.00	0.00
Total BalObject: 0999 - POOLED CASH:		79,569.00	
TOTAL:		52,423,359.29	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 03/31/2020

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	1,421,484.37	12,068,194.50	10,167,145.37	-1,901,049.13	16,091,575.67
Expense	1,411,552.85	11,988,805.14	11,359,494.90	629,310.24	15,989,224.32
Total Fund: 001 - GENERAL FUND:	9,931.52	79,389.36	-1,192,349.53	-1,271,738.89	102,351.35
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	6,316.26	39,170.16	74,392.40	35,222.24	52,227.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	6,316.26	39,170.16	74,392.40	35,222.24	52,227.00
Fund: 030 - CAPITAL RESERVE					
Revenue	141,333.62	382,861.44	421,920.69	39,059.25	510,482.00
Expense	15,020.00	560,799.81	414,676.44	146,123.37	747,752.00
Total Fund: 030 - CAPITAL RESERVE:	126,313.62	-177,938.37	7,244.25	185,182.62	-237,270.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	563.81	62,249.94	4,933.72	-57,316.22	83,000.00
Expense	0.00	69,336.63	0.00	69,336.63	92,455.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	563.81	-7,086.69	4,933.72	12,020.41	-9,455.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	106,000.00	79,499.97	106,000.00	26,500.03	106,000.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	106,000.00	79,499.97	106,000.00	26,500.03	106,000.00
Fund: 110 - ROAD USE TAX					
Revenue	139,666.60	2,549,999.97	2,795,747.49	245,747.52	3,400,000.00
Expense	325,297.26	3,347,847.90	2,877,994.59	469,853.31	4,464,797.00
Total Fund: 110 - ROAD USE TAX:	-185,630.66	-797,847.93	-82,247.10	715,600.83	-1,064,797.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	44,026.85	2,085,152.13	1,577,979.57	-507,172.56	2,780,203.00
Expense	617,615.16	2,020,491.00	1,841,673.98	178,817.02	2,693,988.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	-573,588.31	64,661.13	-263,694.41	-328,355.54	86,215.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	19,071.50	872,042.85	667,789.49	-204,253.36	1,162,724.00
Expense	280,289.33	851,426.91	820,535.57	30,891.34	1,135,685.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	-261,217.83	20,615.94	-152,746.08	-173,362.02	27,039.00
Fund: 119 - EMERGENCY FUND					
Revenue	3,874.72	183,512.25	138,566.03	-44,946.22	244,683.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 03/31/2020

Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	6,433.74	183,512.25	138,566.03	44,946.22	244,683.00
Total Fund: 119 - EMERGENCY FUND:	-2,559.02	0.00	0.00	0.00	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	275,973.40	3,050,249.94	3,203,139.90	152,889.96	4,067,000.00
Expense	635,833.12	2,742,927.84	2,565,340.34	177,587.50	3,658,471.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	-359,859.72	307,322.10	637,799.56	330,477.46	408,529.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	15,628.29	591,125.94	557,152.81	-33,973.13	788,171.00
Expense	176,371.16	668,929.32	324,035.28	344,894.04	891,906.00
Total Fund: 125 - TAX INCREMENT FINANCING:	-160,742.87	-77,803.38	233,117.53	310,920.91	-103,735.00
Fund: 126 - TIF-LMI					
Revenue	50.95	13,163.94	25,231.63	12,067.69	17,552.00
Total Fund: 126 - TIF-LMI:	50.95	13,163.94	25,231.63	12,067.69	17,552.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	938.02	23,348.88	26,443.73	3,094.85	31,140.00
Expense	2,133.64	23,354.64	29,926.01	-6,571.37	31,140.00
Total Fund: 130 - CITY TORT LIABILITY:	-1,195.62	-5.76	-3,482.28	-3,476.52	0.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	675,021.60	0.00	-675,021.60	900,029.00
Expense	194,530.00	637,883.91	290,050.00	347,833.91	850,512.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-194,530.00	37,137.69	-290,050.00	-327,187.69	49,517.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	268.49	36,749.97	67,111.26	30,361.29	49,000.00
Expense	2,554.35	44,249.85	16,037.13	28,212.72	59,000.00
Total Fund: 140 - PARK & REC DONATION FUND:	-2,285.86	-7,499.88	51,074.13	58,574.01	-10,000.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	3.55	14.94	30.86	15.92	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	3.55	14.94	30.86	15.92	20.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	5.21	29,899.44	15,277.19	-14,622.25	39,882.00
Expense	86.10	29,892.87	26,427.02	3,465.85	39,882.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-80.89	6.57	-11,149.83	-11,156.40	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	0.00	5,622.75	0.00	-5,622.75	7,500.00
Expense	0.00	5,512.59	5,126.33	386.26	7,351.00
Total Fund: 144 - LIVE HEALTHY IOWA :	0.00	110.16	-5,126.33	-5,236.49	149.00
Fund: 145 - TORNADO GENERAL					
Revenue	6,062.60	845,239.23	1,133,047.84	287,808.61	1,126,986.00
Expense	1,094,111.02	1,648,772.46	1,767,530.58	-118,758.12	2,198,461.00

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Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 145 - TORNADO GENERAL:	-1,088,048.42	-803,533.23	-634,482.74	169,050.49	-1,071,475.00
Fund: 146 - FEMA VALOR					
Revenue	1,080.45	6,077.25	9,183.85	3,106.60	8,103.00
Total Fund: 146 - FEMA VALOR:	1,080.45	6,077.25	9,183.85	3,106.60	8,103.00
Fund: 147 - FEMA DEMO					
Revenue	30,875.13	23,156.19	30,875.13	7,718.94	30,875.00
Expense	37,050.00	45,949.86	55,391.85	-9,441.99	61,267.00
Total Fund: 147 - FEMA DEMO:	-6,174.87	-22,793.67	-24,516.72	-1,723.05	-30,392.00
Fund: 148 - FEMA-COVID19					
Expense	145.49	0.00	145.49	-145.49	0.00
Total Fund: 148 - FEMA-COVID19:	145.49	0.00	145.49	-145.49	0.00
Fund: 150 - COPS FAST GRANTS					
Revenue	7,807.72	41,233.50	36,790.98	-4,442.52	55,000.00
Expense	-9,693.42	37,893.33	37,917.83	-24.50	50,545.00
Total Fund: 150 - COPS FAST GRANTS:	17,501.14	3,340.17	-1,126.85	-4,467.02	4,455.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	724.50	18,026.91	2,534.19	-15,492.72	24,045.63
Expense	0.00	18,026.91	344.50	17,682.41	24,045.63
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	724.50	0.00	2,189.69	2,189.69	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	7,905.60	68,637.24	63,573.23	-5,064.01	91,553.00
Expense	-1,610.19	62,181.81	74,142.83	-11,961.02	82,937.70
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	9,515.79	6,455.43	-10,569.60	-17,025.03	8,615.30
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	163.72	6,522.57	11,352.51	4,829.94	8,700.00
Expense	9,293.50	14,463.09	24,838.09	-10,375.00	19,291.95
Total Fund: 153 - POLICE DEPT DONATION FUND:	-9,129.78	-7,940.52	-13,485.58	-5,545.06	-10,591.95
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	13.02	1,499.94	2,084.42	584.48	2,000.00
Expense	0.00	3,749.94	4,688.61	-938.67	5,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	13.02	-2,250.00	-2,604.19	-354.19	-3,000.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	9.71	45.00	84.36	39.36	60.00
Total Fund: 157 - FIRE DEPT GRANTS:	9.71	45.00	84.36	39.36	60.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	105.34	262.44	915.29	652.85	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	105.34	262.44	915.29	652.85	350.00

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Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	21.98	138.69	190.96	52.27	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	21.98	138.69	190.96	52.27	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	566.95	16,949.79	23,728.63	6,778.84	22,600.00
Expense	2,178.13	25,424.82	21,927.90	3,496.92	33,900.00
Total Fund: 170 - LIBRARY DONATION FUND:	-1,611.18	-8,475.03	1,800.73	10,275.76	-11,300.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	106.96	1,634.76	1,842.15	207.39	2,180.18
Expense	0.00	6,609.78	3,737.04	2,872.74	8,816.64
Total Fund: 177 - SEIZED ASSETS (POLICE):	106.96	-4,975.02	-1,894.89	3,080.13	-6,636.46
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	156.87	299.88	1,387.29	1,087.41	400.00
Expense	0.00	3,737.25	4,985.75	-1,248.50	4,985.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	156.87	-3,437.37	-3,598.46	-161.09	-4,585.00
Fund: 180 - HOUSING GRANTS					
Revenue	389.16	347.94	808.08	460.14	464.00
Total Fund: 180 - HOUSING GRANTS:	389.16	347.94	808.08	460.14	464.00
Fund: 182 - #4 HUD LEAD GRANT					
Expense	327.00	250.38	334.00	-83.62	334.00
Total Fund: 182 - #4 HUD LEAD GRANT:	327.00	250.38	334.00	-83.62	334.00
Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)					
Expense	0.00	479.79	360.00	119.79	640.00
Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE):	0.00	479.79	360.00	119.79	640.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	94,015.85	808,700.94	742,229.88	-66,471.06	1,078,630.00
Expense	94,777.25	857,931.12	845,559.78	12,371.34	1,144,351.00
Total Fund: 184 - VOUCHERS - 002, 003:	-761.40	-49,230.18	-103,329.90	-54,099.72	-65,721.00
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	100.00	1,189,652.22	135,753.40	-1,053,898.82	1,586,203.00
Expense	16,131.96	1,182,806.01	142,309.93	1,040,496.08	1,577,703.00
Total Fund: 189 - #6 HUD LEAD GRANT:	-16,031.96	6,846.21	-6,556.53	-13,402.74	8,500.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	488,423.07	3,159,713.52	2,783,288.87	-376,424.65	4,213,098.00
Expense	0.00	3,173,836.86	442,417.50	2,731,419.36	4,233,126.00
Total Fund: 200 - GO BONDS DEBT FUND:	488,423.07	-14,123.34	2,340,871.37	2,354,994.71	-20,028.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	9,686.65	458,425.35	349,258.01	-109,167.34	611,234.00
Expense	268,333.09	460,861.47	542,811.86	-81,950.39	614,482.00

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Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 300 - CIP COLLECTION FUND:	-258,646.44	-2,436.12	-193,553.85	-191,117.73	-3,248.00
Fund: 311 - RISE STREET GRANTS					
Expense	9,355.00	2,999.97	32,221.50	-29,221.53	4,000.00
Total Fund: 311 - RISE STREET GRANTS:	9,355.00	2,999.97	32,221.50	-29,221.53	4,000.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	82,181.22	61,826.22	82,181.22	20,355.00	82,435.00
Expense	47,974.80	45,225.00	88,156.66	-42,931.66	60,300.00
Total Fund: 312 - AIRPORT PROJECT FUND:	34,206.42	16,601.22	-5,975.44	-22,576.66	22,135.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	167.00	3,749.94	5,603.00	1,853.06	5,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	167.00	3,749.94	5,603.00	1,853.06	5,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	106,006.86	17,214.10	-88,792.76	141,385.00
Expense	4,354.80	106,038.63	106,734.34	-695.71	141,385.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-4,354.80	-31.77	-89,520.24	-89,488.47	0.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	16.84	7,499.97	8,846.28	1,346.31	10,000.00
Expense	0.00	7,499.97	8,692.50	-1,192.53	10,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	16.84	0.00	153.78	153.78	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	17.90	37.44	155.57	118.13	50.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	17.90	37.44	155.57	118.13	50.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	2,709.56	43,339.59	67,642.15	24,302.56	57,801.33
Expense	10,591.66	2,206,776.78	2,246,569.35	-39,792.57	2,944,636.08
Total Fund: 354 - POLICE & FIRE STATIONS:	-7,882.10	-2,163,437.19	-2,178,927.20	-15,490.01	-2,886,834.75
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	20,341.33	16,219.53	27,764.22	11,544.69	21,634.00
Expense	34,166.63	212,603.85	210,614.11	1,989.74	283,475.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-13,825.30	-196,384.32	-182,849.89	13,534.43	-261,841.00
Fund: 357 - 2018 CY STREET PROJECTS					
Revenue	0.00	70,793.91	44,388.31	-26,405.60	94,392.00
Expense	0.00	70,793.91	44,388.31	26,405.60	94,392.00
Total Fund: 357 - 2018 CY STREET PROJECTS:	0.00	0.00	0.00	0.00	0.00
Fund: 360 - 2019 GO BONDS & PROJECTS					
Revenue	23,167.22	4,301,189.10	5,714,818.97	1,413,629.87	5,734,919.00
Expense	327,401.40	1,685,052.63	365,764.06	1,319,288.57	2,246,737.00
Total Fund: 360 - 2019 GO BONDS & PROJECTS:	-304,234.18	2,616,136.47	5,349,054.91	2,732,918.44	3,488,182.00

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Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	3,879.17	33,750.00	44,445.64	10,695.64	45,000.00
Expense	14,829.25	1,402,499.97	455,174.75	947,325.22	1,870,000.00
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	-10,950.08	-1,368,749.97	-410,729.11	958,020.86	-1,825,000.00
Fund: 383 - COLISEUM REMODEL					
Revenue	1,435,357.22	2,531,111.04	2,350,022.09	-181,088.95	3,375,381.00
Expense	50,288.31	1,771,039.17	312,668.52	1,458,370.65	2,362,271.00
Total Fund: 383 - COLISEUM REMODEL:	1,385,068.91	760,071.87	2,037,353.57	1,277,281.70	1,013,110.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	16.27	37.44	141.35	103.91	50.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	16.27	37.44	141.35	103.91	50.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS					
Expense	6,875.00	80,901.81	107,871.50	-26,969.69	107,872.00
Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:	6,875.00	80,901.81	107,871.50	-26,969.69	107,872.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Expense	83,375.30	0.00	83,375.30	-83,375.30	0.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	83,375.30	0.00	83,375.30	-83,375.30	0.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	307,104.81	11,525,111.19	11,105,834.13	-419,277.06	15,366,815.00
Expense	370,028.07	11,518,473.42	11,158,278.49	360,194.93	15,359,019.00
Total Fund: 610 - WATER POLLUTION CONTROL:	-62,923.26	6,637.77	-52,444.36	-59,082.13	7,796.00
Fund: 611 - WPCP REVENUE					
Revenue	674,855.41	12,057,968.70	14,676,691.67	2,618,722.97	16,077,296.00
Expense	307,104.81	11,600,111.16	11,121,323.35	478,787.81	15,466,815.00
Total Fund: 611 - WPCP REVENUE:	367,750.60	457,857.54	3,555,368.32	3,097,510.78	610,481.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	46,982.45	2,623,950.00	1,198,499.24	-1,425,450.76	3,500,000.00
Expense	2,728.00	2,624,999.85	1,322,125.34	1,302,874.51	3,500,000.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	44,254.45	-1,049.85	-123,626.10	-122,576.25	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	2,147.26	18,749.97	26,029.64	7,279.67	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	2,147.26	18,749.97	26,029.64	7,279.67	25,000.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	74,999.97	13,122.25	-61,877.72	100,000.00
Expense	0.00	74,999.97	13,122.25	61,877.72	100,000.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	0.00	0.00	0.00	0.00	0.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	648.00	11,624.94	8,756.00	-2,868.94	15,500.00

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Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	648.00	11,624.94	8,756.00	-2,868.94	15,500.00
Fund: 690 - TRANSIT OPERATING					
Revenue	35,920.63	612,142.11	570,047.64	-42,094.47	816,190.00
Expense	73,398.26	606,622.50	554,670.03	51,952.47	809,059.00
Total Fund: 690 - TRANSIT OPERATING:	-37,477.63	5,519.61	15,377.61	9,858.00	7,131.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	102,003.72	1,137,033.54	1,085,869.06	-51,164.48	1,516,045.00
Expense	135,287.19	1,637,746.65	1,175,638.52	462,108.13	2,183,805.00
Total Fund: 740 - STORM SEWER UTILITY:	-33,283.47	-500,713.11	-89,769.46	410,943.65	-667,760.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	72,879.12	808,151.94	603,882.53	-204,269.41	1,077,536.00
Expense	11,408.98	1,657,499.94	1,736,346.21	-78,846.27	2,210,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	61,470.14	-849,348.00	-1,132,463.68	-283,115.68	-1,132,464.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	3,721.38	43,356.51	42,330.48	-1,026.03	57,809.00
Expense	3,247.26	53,427.51	51,531.66	1,895.85	71,261.00
Total Fund: 750 - COMPOSTING FACILITY:	474.12	-10,071.00	-9,201.18	869.82	-13,452.00
Fund: 751 - TORNADO - COMPOST					
Expense	0.00	115,034.94	153,380.00	-38,345.06	153,380.00
Total Fund: 751 - TORNADO - COMPOST:	0.00	115,034.94	153,380.00	-38,345.06	153,380.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	0.00	30,749.94	23,186.15	-7,563.79	41,000.00
Expense	325.77	30,206.34	27,814.71	2,391.63	40,276.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-325.77	543.60	-4,628.56	-5,172.16	724.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	10,865.83	0.00	98,774.40	98,774.40	0.00
Expense	602.46	0.00	121,711.13	-121,711.13	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	10,263.37	0.00	-22,936.73	-22,936.73	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	257,252.62	0.00	2,524,982.58	2,524,982.58	0.00
Expense	487,431.23	0.00	2,971,682.09	-2,971,682.09	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-230,178.61	0.00	-446,699.51	-446,699.51	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	74.73	0.00	692.18	692.18	0.00
Expense	28.16	0.00	973.12	-973.12	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	46.57	0.00	-280.94	-280.94	0.00
Fund: 910 - POLICE PENSION - T & A					
Revenue	2,484.87	0.00	8,282.90	8,282.90	0.00

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Account Typ...	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	828.29	0.00	8,282.90	-8,282.90	0.00
Total Fund: 910 - POLICE PENSION - T & A:	1,656.58	0.00	0.00	0.00	0.00
Fund: 913 - 911 COMMISSION					
Revenue	93,681.08	0.00	655,696.27	655,696.27	0.00
Expense	76,905.74	0.00	746,367.03	-746,367.03	0.00
Total Fund: 913 - 911 COMMISSION:	16,775.34	0.00	-90,670.76	-90,670.76	0.00
Report Total:	-1,235,400.35	-2,714,655.69	6,278,886.34	8,993,542.03	-3,630,321.51

Fund Summary

Fund	March Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	9,931.52	79,389.36	-1,192,349.53	-1,271,738.89	102,351.35
010 - CASH FLOW RESERVE FUND	6,316.26	39,170.16	74,392.40	35,222.24	52,227.00
030 - CAPITAL RESERVE	126,313.62	-177,938.37	7,244.25	185,182.62	-237,270.00
031 - CAPITAL RSRV-BLDG MAINT	563.81	-7,086.69	4,933.72	12,020.41	-9,455.00
032 - CIP LARGE VEHICLE/EQUIPMI	106,000.00	79,499.97	106,000.00	26,500.03	106,000.00
110 - ROAD USE TAX	-185,630.66	-797,847.93	-82,247.10	715,600.83	-1,064,797.00
112 - EMPLOYEE BENEFITS FUND	-573,588.31	64,661.13	-263,694.41	-328,355.54	86,215.00
117 - POLICE/FIRE RETIREMENT	-261,217.83	20,615.94	-152,746.08	-173,362.02	27,039.00
119 - EMERGENCY FUND	-2,559.02	0.00	0.00	0.00	0.00
121 - LOCAL OPTION SALES TAX	-359,859.72	307,322.10	637,799.56	330,477.46	408,529.00
125 - TAX INCREMENT FINANCING	-160,742.87	-77,803.38	233,117.53	310,920.91	-103,735.00
126 - TIF-LMI	50.95	13,163.94	25,231.63	12,067.69	17,552.00
130 - CITY TORT LIABILITY	-1,195.62	-5.76	-3,482.28	-3,476.52	0.00
132 - GRANTS-STATE/LOCAL AGEN	-194,530.00	37,137.69	-290,050.00	-327,187.69	49,517.00
140 - PARK & REC DONATION FUNI	-2,285.86	-7,499.88	51,074.13	58,574.01	-10,000.00
141 - MTOWN TENNIS ASSOC	3.55	14.94	30.86	15.92	20.00
142 - SOFTBALL ASSOCIATION FUN	-80.89	6.57	-11,149.83	-11,156.40	0.00
144 - LIVE HEALTHY IOWA	0.00	110.16	-5,126.33	-5,236.49	149.00
145 - TORNADO GENERAL	-1,088,048.42	-803,533.23	-634,482.74	169,050.49	-1,071,475.00
146 - FEMA VALOR	1,080.45	6,077.25	9,183.85	3,106.60	8,103.00
147 - FEMA DEMO	-6,174.87	-22,793.67	-24,516.72	-1,723.05	-30,392.00
148 - FEMA-COVID19	-145.49	0.00	-145.49	-145.49	0.00
150 - COPS FAST GRANTS	17,501.14	3,340.17	-1,126.85	-4,467.02	4,455.00
151 - DEPT OF JUSTICE GRANTS	724.50	0.00	2,189.69	2,189.69	0.00
152 - POLICE UNDESIGNATED GRAI	9,515.79	6,455.43	-10,569.60	-17,025.03	8,615.30
153 - POLICE DEPT DONATION FUN	-9,129.78	-7,940.52	-13,485.58	-5,545.06	-10,591.95
156 - FIRE DEPT DONATION FUND	13.02	-2,250.00	-2,604.19	-354.19	-3,000.00
157 - FIRE DEPT GRANTS	9.71	45.00	84.36	39.36	60.00
160 - ECONOMIC DEVELOPMENT G	105.34	262.44	915.29	652.85	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	21.98	138.69	190.96	52.27	185.00
170 - LIBRARY DONATION FUND	-1,611.18	-8,475.03	1,800.73	10,275.76	-11,300.00
177 - SEIZED ASSETS (POLICE)	106.96	-4,975.02	-1,894.89	3,080.13	-6,636.46
179 - OTHER COMM AND ECON DE	156.87	-3,437.37	-3,598.46	-161.09	-4,585.00
180 - HOUSING GRANTS	389.16	347.94	808.08	460.14	464.00
182 - #4 HUD LEAD GRANT	-327.00	-250.38	-334.00	-83.62	-334.00
183 - FY 08 EDI (ECON DEV INCENT	0.00	-479.79	-360.00	119.79	-640.00
184 - VOUCHERS - 002, 003	-761.40	-49,230.18	-103,329.90	-54,099.72	-65,721.00
189 - #6 HUD LEAD GRANT	-16,031.96	6,846.21	-6,556.53	-13,402.74	8,500.00
200 - GO BONDS DEBT FUND	488,423.07	-14,123.34	2,340,871.37	2,354,994.71	-20,028.00
300 - CIP COLLECTION FUND	-258,646.44	-2,436.12	-193,553.85	-191,117.73	-3,248.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 03/31/2020

311 - RISE STREET GRANTS	-9,355.00	-2,999.97	-32,221.50	-29,221.53	-4,000.00
312 - AIRPORT PROJECT FUND	34,206.42	16,601.22	-5,975.44	-22,576.66	22,135.00
320 - SPECIAL ASSESSMENT PROJEC	167.00	3,749.94	5,603.00	1,853.06	5,000.00
340 - BIKE PATH PROJECT FUND	-4,354.80	-31.77	-89,520.24	-89,488.47	0.00
341 - TREES FOREVER PROJECT	16.84	0.00	153.78	153.78	0.00
350 - GO BONDS CAPITAL PROJECT	17.90	37.44	155.57	118.13	50.00
354 - POLICE & FIRE STATIONS	-7,882.10	-2,163,437.19	-2,178,927.20	-15,490.01	-2,886,834.75
355 - 2015 GO BONDS (D&D)	-13,825.30	-196,384.32	-182,849.89	13,534.43	-261,841.00
357 - 2018 CY STREET PROJECTS	0.00	0.00	0.00	0.00	0.00
360 - 2019 GO BONDS & PROJECTS	-304,234.18	2,616,136.47	5,349,054.91	2,732,918.44	3,488,182.00
381 - 2019 CY STREET, SIDEWALK, P.	-10,950.08	-1,368,749.97	-410,729.11	958,020.86	-1,825,000.00
383 - COLISEUM REMODEL	1,385,068.91	760,071.87	2,037,353.57	1,277,281.70	1,013,110.00
392 - TIF DISTRICT III CAP PROJECT	16.27	37.44	141.35	103.91	50.00
393 - TIF DISTRICT IV CAP PROJECT	-6,875.00	-80,901.81	-107,871.50	-26,969.69	-107,872.00
395 - ECONOMIC DEVELOPMENT P	-83,375.30	0.00	-83,375.30	-83,375.30	0.00
610 - WATER POLLUTION CONTROL	-62,923.26	6,637.77	-52,444.36	-59,082.13	7,796.00
611 - WPCP REVENUE	367,750.60	457,857.54	3,555,368.32	3,097,510.78	610,481.00
612 - WPCP REVENUE BOND FUND	44,254.45	-1,049.85	-123,626.10	-122,576.25	0.00
614 - WPCP CAPITAL IMPROVEMENT	2,147.26	18,749.97	26,029.64	7,279.67	25,000.00
616 - SANITARY SEWER REHAB PRC	0.00	0.00	0.00	0.00	0.00
617 - SANITARY SEWER NEW CON	648.00	11,624.94	8,756.00	-2,868.94	15,500.00
690 - TRANSIT OPERATING	-37,477.63	5,519.61	15,377.61	9,858.00	7,131.00
740 - STORM SEWER UTILITY	-33,283.47	-500,713.11	-89,769.46	410,943.65	-667,760.00
741 - 2016 GO STORM WATER PRC	61,470.14	-849,348.00	-1,132,463.68	-283,115.68	-1,132,464.00
750 - COMPOSTING FACILITY	474.12	-10,071.00	-9,201.18	869.82	-13,452.00
751 - TORNADO - COMPOST	0.00	-115,034.94	-153,380.00	-38,345.06	-153,380.00
760 - P&R CONCESSIONS ENTERPR	-325.77	543.60	-4,628.56	-5,172.16	724.00
881 - OCCUPATIONAL INSURANCE	10,263.37	0.00	-22,936.73	-22,936.73	0.00
884 - GROUP HEALTH INSURANCE I	-230,178.61	0.00	-446,699.51	-446,699.51	0.00
886 - WORKMAN'S COMP DEDUCT	46.57	0.00	-280.94	-280.94	0.00
910 - POLICE PENSION - T & A	1,656.58	0.00	0.00	0.00	0.00
913 - 911 COMMISSION	16,775.34	0.00	-90,670.76	-90,670.76	0.00
Report Total:	-1,235,400.35	-2,714,655.69	6,278,886.34	8,993,542.03	-3,630,321.51

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: April 22, 2020
RE: Strategic Plan Update

In keeping with the goal of providing updates to the City Council after each quarter on the Strategic Plan, I have included an update with notes on each of the items (where there was any action to update). Typically we would discuss this at a Council meeting, but I am cognizant of not wanting to spend a great deal of time in a Council meeting that is meant to accomplish more urgent business matters.

The first quarter of the calendar year did not have many items which had hard deadlines, but we have missed the deadline for the Emergency Operations Plan and a strategic priority process. Work is still ongoing on these items. We have done the best to identify what projects have moved forward as part of the budget process for the next fiscal year, and I think you will see how our proposed budget and plan align.

There is no doubt that COVID-19 is going to change the timelines on some items, which are noted where known. It is also likely to change funding which could be available to move some other priorities forward. We will continue to review in light of changing circumstances and recommend adjustments to priorities based on this new timeline.

Though we are not discussing this at a Council meeting, please know that I would like to hear your questions, comments, and concerns about this document and our direction.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin



GOAL 1: Expand and improve development in the community	Projected Completion	Notes
Objective 1: Support the Marshalltown Central Business District and development in Downtown		
Initiate Downtown design standards	6/30/2020	Bolton & Menk under contract; draft guidelines in process
Administer Catalyst Building grant program	4/11/2021	First contracts approved in January; ongoing to award remaining funds
Design and administer a program for the repair of shared walls	12/31/2021	Process underway for IEDA loan
Initiate municipal infractions for MCBF properties with minimal to no repairs since the tornado	Ongoing	Multiple properties sent notices; filings on hold due to COVID19
Objective 2: Support and promote commercial and industrial development		
Continue development meetings and other meetings w/ project partners	Ongoing	2 development meetings held in March
Partner with the Chamber Synchronist visits to meet with local business and industry	Ongoing	
Complete the rezoning of the Highway 14 Corridor	4/30/2020	Open house held w/ P&Z discussions in Feb., Mar.; on hold due to COVID19
Apply for a BUILD grant for the Highway 14 Corridor Improvements	7/1/2020	Council approved agreement w/ Bolton & Menk on 3/23
Objective 3: Look at innovative ways to further enhance housing quality and quantity		
Review ordinance changes needed to allow for minimum dwelling size in residential zones	12/31/2020	
Partner with Habitat for Humanity on the Blitz Build and rebuilding of homes	Ongoing	
Partner with the Chamber of Commerce on the Marshalltown Housing Initiative	Ongoing	Council approved funding on 2/10; deadline pushed back due to COVID19
Identify vacant lots for housing redevelopment through D&D or tax certificates	Ongoing	Abandoned property notices sent to 5 properties in Feb.
Work with partners on the formation of a Community Development Corporation (CDC)/support L	Ongoing	Legislation active in IA Legislature; R6 looking to facilitate planning
Complete the Southridge Estates final plat	9/30/2020	Infrastructure project put out to bid at 3/23 meeting
Sell the available land in the Southridge Estates subdivision	12/31/2020	RFP issued on 3/27
Review and enhance incentives for in-fill development	12/31/2020	Included in Chamber work w/ McClure

GOAL 1: Expand and improve development in the community	Projected Completion	Notes
Objective 4: Ensure appropriate infrastructure exists for all types of development		
Construct Phase 1 of East Merle Hibbs extension, including South 5th Avenue connection	12/31/2020	Project to go out to bid in Q2
Construct South 7th Avenue (Cross Country Estates subdivision)	8/31/2020	Project put out to bid on 3/23
Construct the extension of Edgewood Street (Highway 14 Corridor recommendation)	12/31/2021	EDA grant submitted for the project, which includes stormwater
Consider other infrastructure projects for development projects	Ongoing	Council approved agreement for Washington St connection on 2/24

GOAL 2: Enhance Marshalltown's public image

Projected
Completion

Notes

Objective 1: Eliminate blight throughout the community

Demolish 10 structures under the D&D program	12/31/2020	RFQ released on 3/25
Complete 51 projects under the HUD Lead Abatement grant program	12/31/2020	Delayed due to COVID19
Initiate cases for commercial property demolitions	Ongoing	None initiated
Create and hold a training with interested citizens on nuisance abatement	5/31/2020	Delayed until 12/31/20 due to COVID19

Objective 2: Design and construct capital projects which enhance the aesthetics of the community

Complete the renovation of the Veterans Memorial Coliseum	10/31/2020	Work started 1/6
Complete the design of the Airport Terminal/Hangar project	9/30/2020	Design completed in Q1
Initiate construction of the Airport Terminal/Hangar	12/31/2020	Bid to go out in Q2
Complete the installation of one monument entry sign as part of the Wayfinding Plan	12/31/2020	Discussing purchasing of ROW for monument on south side
Implement other signage recommendations from the Wayfinding Master Plan	Ongoing	Bid issued in Feb, awarded to Nagle Signs for limited scope
Complete the railroad crossing safety improvements	12/31/2020	Project included in FY21 CIP
Engage a consultant to provide design and construction recommendations for projects in the MCBD which address recommendations in the Downtown Master Plan	7/30/2020	Project included in FY21 CIP
Design and install new banners for the viaducts	12/31/2020	Project included in FY21 CIP
Complete a pocket park in the area between City Hall and the Coliseum	12/31/2020	Project included in FY21 CIP
Complete Phase 1 of the West End Park renovation	12/31/2020	Project put out to bid on 3/9; awarded in Q2
Complete the FEMA project for street repairs/sidewalks in the tornado-damaged area	12/31/2020	Project put out to bid in Q2
Work with Alliant Energy to replace damaged street lights and underground lines	12/31/2020	Meeting held in March; designs underway
Complete the Anson Park Shelter renovation project	6/30/2021	Contract w/ TSP executed in January
Replace the bridge at Timber Creek Park	6/30/2021	Project put out to bid in Q2
Replace the parking lots at the MSA complex	6/30/2022	Project included in FY21 CIP
Renovate the parking lot at 1st and Church Street	12/31/2020	90% design completed in Q2

Objective 3: Improve communication of City programs and initiatives

Provide the Citizens Police Academy	5/30/2020	On hold due to COVID19
Provide the Citizens Fire Academy	9/30/2020	
Update and hold Budgeting 101 info meetings	11/30/2020	

GOAL 2: Enhance Marshalltown's public image		Projected Completion	Notes
			Website/FB used for positive stories on city projects
Implement a communications plan for City positive stories		Ongoing	
Develop and implement a public campaign for stormwater education		12/31/2020	
Bring forth a proposal for a community-wide Citizen Survey		6/30/2020	
Objective 4: Support public relations and marketing of Marshalltown			
Support Vision Marshalltown's community pride campaign		Ongoing	CA serves on Marketing Committee, which has met frequently on tagline, logo
Support the marketing of the community through the Chamber of Commerce		Ongoing	
Utilize community tagline and "bug" in City communications/promotions		Ongoing	

GOAL 3: Continually improve the City's organization & services	Projected Completion	Notes
Objective 1: Review policies, procedures, and ordinances for updates		
Adopt updates to City personnel policies	7/30/2020	COVID19 specific policies adopted
Issue an RFP for the rewriting of the City's zoning ordinance	6/30/2020	
Rewrite the Emergency Operations Plan	3/31/2020	Work on EOP, ESFs has been active in Q1; not ready for approval by deadline
Review current odor standards in the nuisance code for enforcement	5/31/2020	
Develop and implement a process for execution of the strategic plan	3/31/2020	Process drafted but not on agenda for discussion due to COVID19
Review the role of and need for a Human Rights Commission	12/31/2020	
Compile and review mandatory and discretionary functions of the City	12/31/2020	
Conduct stormwater and sanitary sewer rate studies	9/30/2020	RFP issued for sanitary rate study in Feb; contract issued to HR Green/DA Davidson
Recognize volunteer board and commission members for years of service milestones	2/29/2020	Recognition event held in Feb.
Objective 2: Develop comprehensive plans for City infrastructure and improvements		
Continue an annual Street Improvement Plan	Ongoing	
Discuss the desire to complete the 12th Avenue sidewalk gap project	6/30/2020	Council discussion on 3/23; working with CIF
Close out all property insurance claims on tornado-damaged buildings	6/30/2020	
Complete the sidewalk gap projects near Fisher and Anson Elementary Schools	12/31/2020	
Fund and construct an addition to the Marshalltown Public Library	12/31/2021	
Replace sections of trail with the highest condition issue rating per the ADA plan	12/31/2020	ADA Plan accepted in Q1; Parks & Rec planning repairs
Track the compliance with the ADA Transition Plan	Ongoing	ADA Plan accepted in Q1
Complete security and building updates at City Hall/Carnegie Buildings	12/31/2020	
Assess the Public Works Facility for safety and security enhancements	6/30/2020	
Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce		
Continue annual training days on Veteran's Day and Presidents Day	Ongoing	President's Day 2020 was training day
Consider an RFP for an Employee Survey	8/31/2020	
Continue monthly Safety Committee meetings	Ongoing	HR met w/ IMWCA and agent in March. Meetings held in Feb; on hold due to COVID19
Re-initiate the 30 minute mini-trainings for staff	Ongoing	
Review the non-bargaining wage scale and comparable city data	12/31/2020	

GOAL 3: Continually improve the City's organization & services

Projected
Completion

Notes

Review elected official wages with comparable city data

3/31/2020

Council discussed 2/24; ORD third reading on 4/27

Objective 4: Review existing functions and finances for efficiencies

Complete long term financial projections for the General Fund revenues and expenditures

11/30/2020

Convene a discussion on recreation programming in Marshalltown

6/30/2020

Submit all necessary documents for the FEMA reimbursement process

Ongoing

P4 closeout forms submitted for most tornado projects; new FEMA claim opened for COVID19

Review City fees and charges

12/31/2020

Complete a LEAN process improvement review of the building permit process

12/31/2020

Identify at least 2 departmental processes to review for process improvement

Ongoing

Rental registration process reviewed in Jan.

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life

	Projected Completion	Notes
Objective 1: Partner with the Marshall County Arts and Culture Alliance/MPAC to promote public art in the community		
Install sculpture at the Police and Fire Building	6/30/2020	
Discuss public art as part of the Airport Terminal project	9/30/2020	
Discuss public art as part of the Veterans Memorial Coliseum Renovation	6/30/2020	Sidewalk art project in FY21 CIP
Discuss public art as part of the 3rd Ave/Highway 14 resurfacing project	6/30/2021	
Discuss a process for a public art project in the City Council Chambers	12/31/2020	
Discuss public art as part of the Library addition	3/31/2021	
Support the creation of a mural program	Ongoing	
Consider the creation of a City Public Art Master Plan	9/30/2020	
Consider a policy with a set-aside for public art in City projects	12/31/2020	
Objective 2: Partner with Trails Inc. on trail-related initiatives		
Paint sharrows and bike symbols on designated routes	8/31/2020	
Assist Trails Inc. with plan development	Ongoing	
Promote the fundraising efforts of Trails Inc.	Ongoing	
Support the implementation of the Placemaking Master Plan for the River's Edge Trail	Ongoing	Plan accepted by City in Jan.
Objective 3: Work with other entities on partnerships which benefit the community		
Continue participation on Vision Marshalltown Aesthetics sub-committee	Ongoing	
Work with the County Treasurer's office to claim County-held tax certificates	Ongoing	
Continue to participate and support the Long Term Recovery Committee	Ongoing	CA attended in Q1 until COVID19
Coordinate and work with partners to ensure an accurate 2020 Census	Ongoing	Census workshop held in January
Create a community event trailer	9/30/2020	Project in FY21 CIP
Contribute to the rebuilding of the tennis courts at the high school	6/30/2021	Council approved 28E for project on 3/23
Participate in the Welcoming America initiative through the YMCA	Ongoing	
Coordinate/participate in a community coalition to address mental health/substance abuse issues	11/30/2020	
Objective 4: Use legislative resources to affect positive change for the City		
Attend League of Cities or other state or local association legislative events	Ongoing	CA attended ILOC Board Legis event in Feb

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life

	Projected Completion	Notes
Regularly contact state and federal legislators with updates	Ongoing	

**RESOLUTION APPROVING A LISTING AGREEMENT WITH FIVE STAR REAL ESTATE
GROUP FOR THE SOUTHRIDGE ESTATES SUBDIVISION**

WHEREAS, the City of Marshalltown acquired land along Southridge Road near Governor Road for the purposes of constructing South 7th Avenue; and

WHEREAS, the City Council has approved a preliminary plat for the subdivision, known as Southridge Estates, which plats the remaining land into residential lots; and

WHEREAS, the City of Marshalltown seeks to dispose of the excess land for the purpose of residential development; and

WHEREAS, the City of Marshalltown issued a Request for Proposal for real estate services to begin the process of marketing and selling the excess property in the subdivision; and

WHEREAS, Five Star Real Estate submitted a response to the request to be the City of Marshalltown's agent for the sale of this land;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached Farm & Land Exclusive Listing Agreement with Five Star Real Estate Group is hereby approved.

Passed this 27th day of April, 2020, and signed this _____ day of April 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



FARM & LAND EXCLUSIVE LISTING AGREEMENT (Broker Representation of Owner/Seller)



Check all boxes that apply.

1. **THIS AGREEMENT** is entered into by and between prospective **SELLER(S)** (print name per title) _____
The City of Marshalltown hereinafter called "Owner"

and (Brokerage/Firm) _____ Five Star Real Estate Group

OWNER'S BROKER, hereinafter called "Broker" or "Agent". The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include buyer, tenant or optionee. The terms "sell" and "sale" shall include sell, lease, rent, exchange or option. Owner or Owner's duly authorized agent whose signature appears below, hereby grants to the undersigned **BROKER**, the exclusive right to (☒ **sell**) (☐ **rent**) (☐ **lease**) for an irrevocable period beginning the 5/1/20 day of May, 2021 (the "Exclusive Period") the following property.

2. **THE REAL PROPERTY** located in _____ County, Iowa, legally described as
Lengthy, see attached plat map

Address: _____ Southridge Estates Subdivision

Other (Storage Areas, Sheds, Barns, etc.): _____

3. **INCLUDING** (if any) all property that integrally belongs 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), shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (window or central), door chimes, built-in items and electrical service cable, garage door opener and control (s), other attached fixtures, radio and/or attached TV receiving equipment, fence, trees, bushes, shrubs, and plants. **OTHER ITEMS EITHER INCLUDED OR EXCLUDED (SPECIFY, SUCH AS OTHER PERSONAL PROPERTY, MACHINERY AND EQUIPMENT):** LAND ONLY!

4. **GROSS SALES PRICE** to be \$ 135,000.00 on the following terms:

POSSESSION will be given _____ at closing _____ and Owner will pay to Broker a **PROFESSIONAL SERVICE FEE** of \$ _____ or 5 (%) percent of the gross sales price with a minimum fee of \$ _____, whichever is greater if:

- Broker procures a Buyer during the Exclusive Period ready, willing and able to purchase at the above price and terms, or on any other price and terms agreeable to Owner; or:
- Owner or anyone else sells, exchanges, leases, rents or otherwise transfers the property during the Exclusive Period at any price or on any terms (or as provided in paragraph 9); or:
- The property is sold, transferred, leased, rented, or exchanged, by any person, within 180 days after the end of the Exclusive Period (the Protection Period), to any person, firm or corporation, to whom Broker or any person representing Broker has a causal connection and presented for sale this property during the Exclusive Period, if Broker supplies Owner with a list of names and addresses of persons at or before the end of the Exclusive Period. Provided, however, that Owner shall not be obligated to pay the Professional Service Fee if: (1) a valid listing agreement for the Property is entered into during the Protection Period with another licensed real estate broker and the sale of the Property is made during the Protection Period; and (2) Owner does not reserve the parties on the protected list from the new listing; or:
- Owner prevents the sale of this property by any adverse action, such as prohibiting the buyer from making improvements to the property required of the buyer prior to settlement by a lender, or attempting to cancel this agreement without cause.
- In the event an offer is accepted on this property during the term of this listing agreement or any protection period thereafter, all parties agree the terms and conditions of the listing agreement will be extended to cover and accommodate final settlement, document recording, and administrative tasks to facilitate the transaction.

The professional service fee shall be payable in cash in the county in this state where Broker has his principal office, at the time of the transaction settlement. Owner authorizes Broker or other escrow agent to pay Broker from Owner's proceeds of the sale.

5. **COOPERATIVE BROKERAGE ARRANGEMENTS.** An Exclusive Listing means that Seller/Client contracts with Brokerage to be the sole Brokerage they will contract with during the period of the listing agreement for the sale of the property. However, Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this listing Brokerage may offer compensation to other Brokerages of up to (\$ _____) or (2.5% percent of gross sale price) or (% percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

FARM & LAND EXCLUSIVE RIGHT TO SELL, LEASE OR RENT REAL ESTATE (Continued)

6. **BROKER** is given permission to: (1) Submit property data to the Multiple Listing Service along with all marketing information including utility and tax information both before and after closing; (2) advertise this property via any reasonable means, including online; (3) (☒ **may**) (☐ **may not**) place a for-sale sign thereon; (4) remove all other for-sale signs; (5) (☐ **may**) (☒ **may not**) place a lock box thereon; (6) show the property at all reasonable times; (7) show other property and provide comparative data to prospective buyers; (8) recommend property inspections at buyer's expense. Broker may also make the following selling statement to prospective buyers:

Broker (☒ **may**) (☐ **may not**) disclose this reason for selling: _____ City selling the land

Advertising: If Seller advertises on their own, Brokerage name and number shall not be on any marketing or advertising, unless the Brokerage has approved and provided written consent to Seller. Seller shall inform Brokerage of any advertising they initiate.

7. **INQUIRIES.** Owner agrees to refer to Broker all inquiries/prospects from any person received during the Exclusive Period
8. **RENTAL LIMITATIONS.** If the subject property is being offered for sale, owner agrees that this property will not be rented during the term of this agreement, unless the lease specifically provides that the property may be shown upon _____ hours notice to the tenant during reasonable hours and that possession shall be given to a buyer within _____ days of accepted offer. Is this property being sold subject to tenants rights? (☐ **yes**) (☒ **no**). If yes, attach lease(s) and/or rental agreement(s).
9. **EARNEST MONEY.** Broker may: (1) accept earnest money deposits; (2) hold earnest money checks until both buyer and seller have executed a sales agreement; (3) deposit earnest money in Broker's trust account; (4) hold earnest money until the transaction has been consummated or otherwise terminated; (5) require written releases from all parties before releasing trust funds. If a buyer deposits earnest money and thereafter defaults, the balance of the earnest money shall be paid to Owner: and Owner (☐ **agrees**) (☐ **does not agree**) to pay a sum equal to one-half of the earnest money (but not exceeding the amount of the Professional Service Fee) to Broker for Broker's services.
10. **HAZARDOUS MATERIALS AND DEFECTS.** Owner represents that there are no known hazardous materials or contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the property, except (if none, so state): NONE
11. **EQUIPMENT, FIXTURES AND MECHANICAL SYSTEMS.** Owner agrees that all equipment and fixtures, including appliances (if any), electrical, plumbing, heating, and cooling, as part of this sale, will be in operating condition and performing the function for which they were intended, on either the date of possession or closing, whichever takes place first, except (if none, so state):
LAND ONLY
12. **INDEMNIFICATION** Owner warrants that all information given herein, and set forth on any property data sheet provided to Broker, is correct to the best of Owner's knowledge and belief and indemnifies Broker from all damages that may arise out of undisclosed, or incorrect facts or statements of Owner. Owner (☒ **has**) (☐ **has not**) reviewed the property data sheet and if reviewed accepts data thereon by signing below. If reviewed, initialed by Owner, and attached, it is made a part of this Agreement.
13. **REMEDIES OF THE PARTIES.** If Broker successfully defends any court action brought against Broker by Owner, or any other person involved in the sale of this property, or if it is necessary to employ an attorney to collect any fees, Owner agrees to pay all usual and reasonable court costs and attorney fees expended by Broker.
14. **AGENCY DISCLOSURE.** Owner acknowledges receipt of the disclosure "**Agency/Policy Disclosure and Acknowledgement**" from Broker. Owner agrees, as a part of Broker's real estate business, Broker and Broker's affiliated licensees may represent buyers as clients and enter into written Buyer Agency Agreements to serve as buyer's Agent. Owner (☒ **desires**) (☐ **does not desire**) that Broker show to buyer(s) such Seller client property which meets buyer's price range and needs. A **Dual Agency Potential/Consent Agreement** (☒ **is**) (☐ **is not**) attached. If attached, it shall be made a part hereof. An **Appointed Agency Agreement** (☐ **is**) (☒ **is not**) attached. If attached it shall be made a part hereof.
15. **BROKERAGE SERVICES ONLY.** Owner acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Owner is hereby advised to seek such other professional advice as may be important to Owner. The following minimum service shall be provided to the client.**
1. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
 2. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
 3. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
 4. Provide prospective buyers access to listed properties.
16. **REQUEST TO COMPLETE FORM DOCUMENTS.** Owner requests that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value forms, and authorize Broker to call Residence.
17. **RELEASE OF INFORMATION.** Owner authorizes lender(s), contract holder(s), and utility companies to provide Broker with any and all information regarding the above described property.

FARM & LAND EXCLUSIVE RIGHT TO SELL, LEASE OR RENT REAL ESTATE (Continued)

18. **FAX TRANSMISSION.** The facsimile transmission of a signed copy hereof, as well as any addendums to this agreement shall constitute a binding agreement. The parties agree to confirm this agreement by mail or personal delivery of the original signed agreement between the parties.
19. **ENTIRE AGREEMENT.** This Exclusive Listing Agreement constitutes the entire agreement between the parties relating to Broker's representation of Owner, and supersedes any prior listing agreement, whether oral or written.
20. **AGREEMENT** shall be binding upon the heirs, assigns, executors, and administrators of the parties and only agreements noted herein, shall be binding upon the parties. This property is offered without respect to race, color, creed, sex, national origin, religion, physical/mental disability/handicap or familial status/presence of children.

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 OWNER.

EXECUTED this _____ day of _____, _____ at _____ ☐ a.m. or ☐ p.m.

BROKER _____ Five Star Real Estate Group

ADDRESS _____ 2110 S. Center St, Marshalltown IA 50158

By: _____
AFFILIATED LICENSEE

TELEPHONE _____

1. OWNER ☒ _____

2. OWNER _____

ADDRESS _____ 24 N. Center St.

ADDRESS _____

_____ Marshalltown, IA 50158

TELEPHONE _____ 641-754-5799

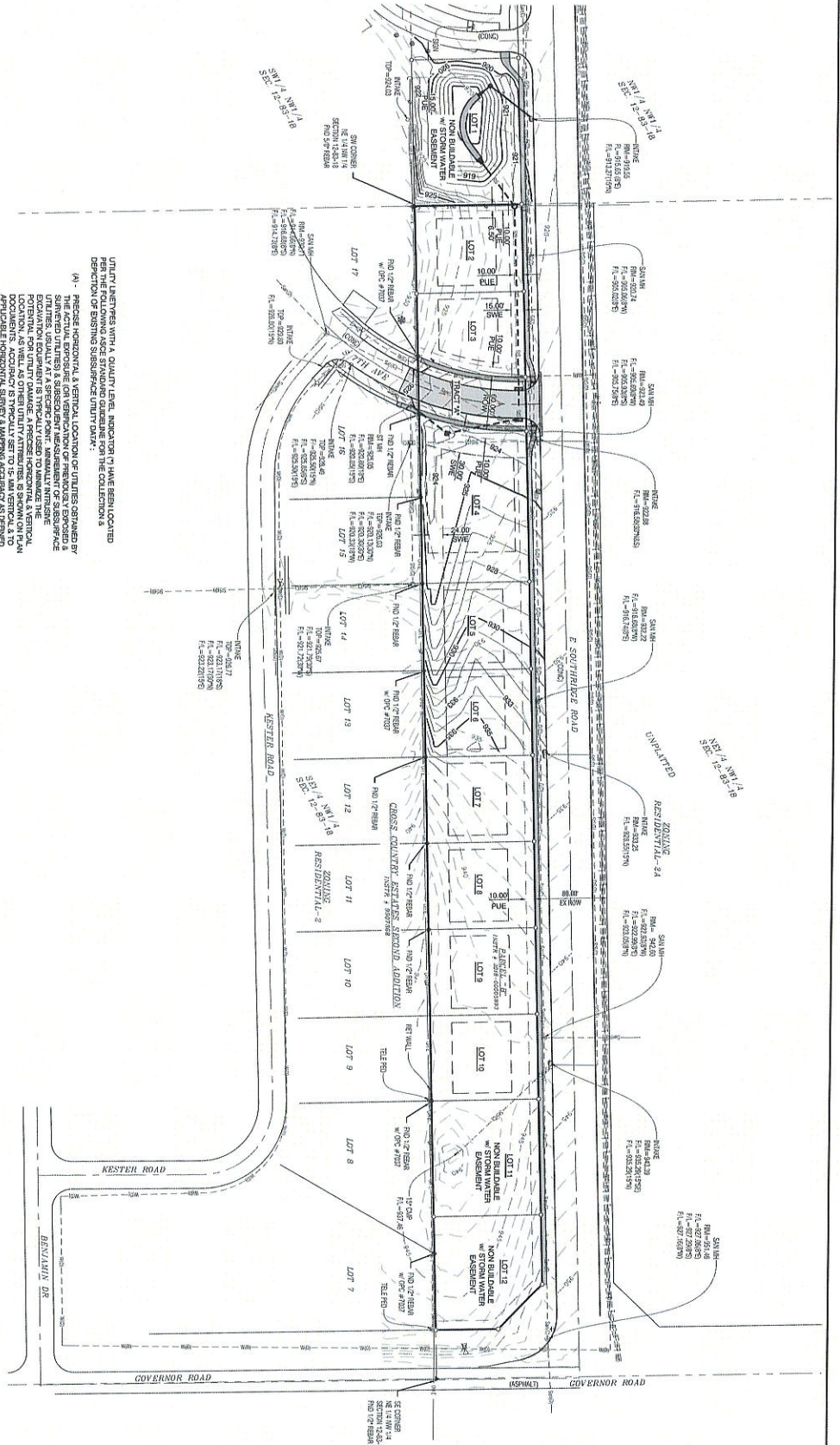
TELEPHONE _____

EMAIL _____

EMAIL _____

1. N/A 2. _____

Owner's Taxpayer Identification Numbers



- (a) preserve, reproduce, a master copy of all documents and unit files generated by the actual processing, the interpretation of, and the analysis of, the results of the surveillance unit files; a second master reproduction of the surveillance evaluation document is typically used to ensure the integrity of the original document; the original document is typically used to generate the final report; the original document is typically used to generate the final report; the original document is typically used to generate the final report;
- (b) information generated include the application of appropriate surveillance unit files to the surveillance unit files; the application of appropriate surveillance unit files to the surveillance unit files; the application of appropriate surveillance unit files to the surveillance unit files;
- (c) information generated by the application of a unit file to a surveillance unit file; the application of a unit file to a surveillance unit file; the application of a unit file to a surveillance unit file;
- (d) information generated by the application of a unit file to a surveillance unit file; the application of a unit file to a surveillance unit file; the application of a unit file to a surveillance unit file;

SOUTHRIDGE ESTATES
MARSHALLTOWN, IOWA

PRELIMINARY PLAT



NOT TO SCALE

PRELIMINARY PLAT
SOUTHRIDGE ESTATES
CITY OF MARSHALLTOWN
MARSHALL COUNTY, IOWA

LEGAL DESCRIPTION

PARCEL 97 AC AND IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 88 NORTH, RANGE 4 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTH EAST 1/4 OF SECTION 12, THENCE N60°W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTHDRIE ROAD; THENCE N89°20'W 1211.07' ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST SOUTHDRIE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHDRIE ROAD; THENCE N87°35'E 164.00' ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE N87°35'E 164.00' ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE S88°20'W 268.35' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

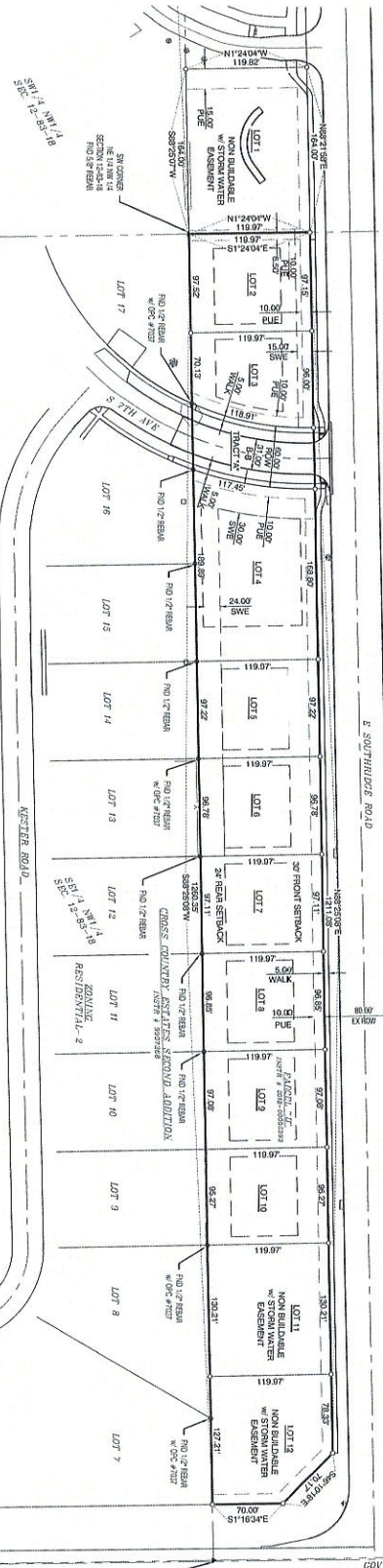
LOT LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 88 NORTH, RANGE 4 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12, OR THE NORTHWEST 1/4 OF SAID SECTION 12, AND THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12, THENCE N60°W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTHDRIE ROAD; THENCE N89°20'W 1211.07' ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST SOUTHDRIE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID SOUTHDRIE ROAD; THENCE N87°35'E 164.00' ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE S88°20'W 268.35' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

BEING ALSO BEING THE SAME PARCEL, SUBJECT TO EASEMENTS AND RESTRICTIONS THEREON, CONTAINING 3.89 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS THEREON, IF ANY.

ABBREVIATIONS

B-B - BACK TO BACK
CAP - CORRUGATED METAL PIPE
CONC. - CONCRETE
F/L - FLOW LINE
FND. - FOUND
MH - MANHOLE
OPC. - ORANGE PLASTIC CAP
PUE - PUBLIC UTILITY EASEMENT
RUE - RIGHT OF WAY
ST - SANITARY
ST - STORM
SWE - STORM WATER EASEMENT

LEGEND

[illegible]

ENGINEER/SURVEYOR

CLAPSADDE-GARBER ASSOCIATES
HEATHER THOMAS, PE
JEREMY HARRIS, PLS
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158

FLOODPLAIN

ZONE X FIRM MAP NUMBER 19127C
EFFECTIVE NOVEMBER 16, 2011

SITE DATA - SETBACKS

FRONT YARD = 30' MIN
REAR YARD = 20% DEPTH, NO GREATER THAN 35'
SIDE YARD = 7' MIN, 16' MIN BOTH SIDE YARD COMBINED
CORNER LOTS SIDE YARD = STREET SIDE NOT LESS
THAN 1/2 THE DEPTH OF
FRONT YARD

ZONING CLASSIFICATION

EXISTING = R2-A LOW DENSITY RESIDENTIAL DISTRICT
PROPOSED = R2 LOW DENSITY RESIDENTIAL DISTRICT

STORM WATER DETENTION

DETENTION REQUIREMENTS TO BE FULFILLED
UTILIZING LOT 1.

LOT AREAS (ACRES)

LOT 1	0.45
LOT 2	0.27
LOT 3	0.24
TRACT A	0.17
LOT 4	0.48
LOT 5	0.27
LOT 6	0.27
LOT 7	0.27
LOT 8	0.27
LOT 9	0.27
LOT 10	0.26
LOT 11	0.36
LOT 12	0.32

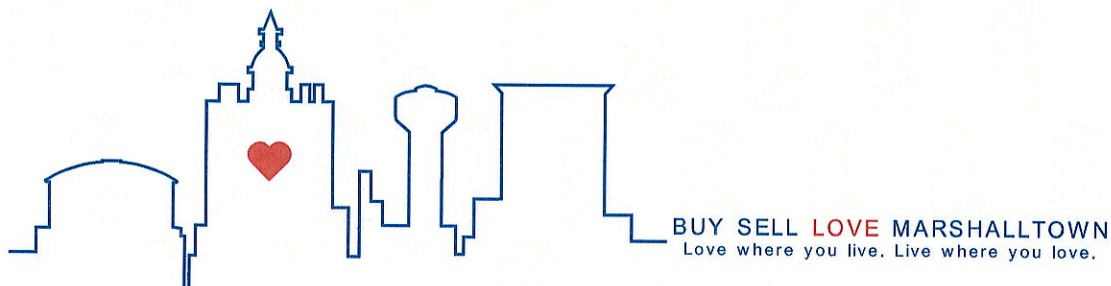
LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
- 1/2" x 3/4" BEZEL WHITE PLASTIC
- ID CUP #2222

● PARCEL ON LOT CORNER MONUMENT FOUND

--- EIGHTING PRICE

SHEET NO.



City of Marshalltown
City Administrator's Office

4-14-20

Thank you for the opportunity to market the vacant development land along East Southridge Road near Timber Creek Park. Our firm has many years of experience selling residential development property and land in Marshalltown. We currently have strong relationships with multiple developers and builders that are active in our community and other towns.

It would be our strategy to market the plat to find the right developer for the proposed 12 lots. We have strong connections with agents in both Marshalltown and surrounding communities to also discuss potential buyers with. We would utilize current technology and commercial real estate web platforms to expose the property far beyond our city limits. We would also want to use signage that shows the proposed plat, with city approval.

We would be open to having a discussion with the City regarding the goals for pricing, but initially our proposal would be to list the land for \$135,000.

The commission our office will charge for this listing will be 5% of gross sales price.

Thank you for your time and consideration. Looking forward to working together.

Sincerely,

Kurt and Kristin Polley
Owners



AGENCY/POLICY DISCLOSURE AND ACKNOWLEDGEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an Offer)



When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts on your relationship with the licensee. **The term "Broker" or "Brokerage" shall hereinafter refer to: (Brokerage/firm) _____ Five Star Real Estate Group _____, and Brokerage's affiliated licensees (brokers and salespersons). The term "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.**

A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Owner giving confidential information they should understand a variety of representation options exist in real estate transactions. Below is a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Owner.

Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:

☒ **1. SINGLE SELLER AGENCY.** Single Seller Agency exists when Brokerage and Owner enter into a real estate "Exclusive Listing Agreement" and the property is sold to a "Customer" or by a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Owner as a "Client" in this case. **In Single Seller Agency, Broker does not also represent the Buyer in the transaction.**

☒ **2. SINGLE BUYER AGENCY.** Single Buyer Agency exists when Brokerage and Buyer enter into a "Buyer Agency Agreement" and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by owner. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies.

In Single Buyer Agency, Broker does not also represent the Owner in the transaction.

☐ **3. APPOINTED AGENCY.**

- a. **Appointed Seller Agency** exists when Brokerage appoints an affiliated licensee, the listing agent, to act on Owner's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- b. **Appointed Buyer Agency** exists when Brokerage appoints an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- c. **In the event an Appointed Licensee personally represents both Owner and Buyer in the same transaction, that Appointed Agency is considered to be a Consensual Dual Agency (see 4. below).**

☒ **4. CONSENSUAL DUAL AGENCY.**

- a. When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
- b. When Brokerage and Buyer enter into a "Buyer Agency Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
- c. Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. **Buyer and Owner are not required to consent to dual agency.**

☒ **5. SELF REPRESENTATION.** If not already in a written Agency Relationship with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Owner elect to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Owner as a "Customer" and not as a "Client". "Clients" are responsible for commission which may be owed as to the terms and conditions of previously agreed contracts. If representing themselves, a Self Representation Agency Confirmation and Acknowledgement shall be completed

Sections "B." through "E.", continued on page 2.

Serial#: 082276-100154-0404850

Prepared by: Kristin Polley | Five Star Real Estate Group | Kristin@fivestarthomelearn.com |

formsimplicity

B. COOPERATIVE BROKERAGE ARRANGEMENTS. Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this transaction Brokerage may offer compensation to other Brokerages of up to (\$ _____) or (_____% percent of gross sale price) or (_____% percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

C. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.

In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Provide brokerage services to all parties to the transaction honestly and in good faith.
2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
3. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
 - a. Material adverse facts known by the party.
 - b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - c. Material adverse facts the disclosure of which is prohibited by law.
 - d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

D. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client(s) confidential information confidential unless they have written permission to reveal.
5. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE:** ☐ Broker/ ☐ Licensee (check applicable) has a financial interest in or an affiliate relationship with the following companies or business entities:

NONE

E. DESCRIPTION OF BROKER'S SERVICES.

Broker may do the following for Sellers and Buyers: (1) Assist Buyer with financing qualification guidelines; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property that are known to Broker; (5) Disclose financial qualifications of the Buyer to the Owner; (6) Explain real estate terms and procedures; (7) Explain to Owner and Buyer the benefits of having the property inspected; (8) Explain closing costs and procedures; (9) Help the Owner and Buyer compare financing alternatives; (10) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (11) Assist with all standard forms, including those that include the necessary protection and disclosures for the Owner and Buyer; and, (12) Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license.

NOTE: Broker neither offers subagency to, nor accepts subagency from, other brokerage companies.

F. GUIDELINES FOR OWNER AND BUYER.

If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Owner would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT

The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. **This is not a contract; rather it is intended to be only a disclosure notice.**

If you do not understand this document, seek the advice of the legal counsel of your choice, before signing.

The City of Marshalltown

Print name of Owner/Seller

X

Signature of Owner/Seller

Date

Print name of prospective Buyer

Signature of prospective Buyer

Date

Print name of Owner/Seller

Signature of Owner/Seller

Date

Print name of prospective Buyer

Signature of prospective Buyer

Date

Five Star Real Estate Group

For Seller's or Dual Agent Brokerage

For Buyers Brokerage



DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

(For in-house showings/sales when both parties are, or potentially are, "clients")



This Agreement is to be signed and confirmed by Buyer before signing Offer For Real Estate and confirmed by Seller before reviewing Offer For Real Estate when both parties are treated as "clients." A "client" means a party to a transaction who has an agency agreement with a broker for brokerage services. A "customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.

A. **AGREEMENT BETWEEN** (Brokerage/firm) Five Star Real Estate Group, hereinafter called "Broker," and

Owner(s) (print name per title) The City of Marshalltown, and/or Buyer(s) _____

The terms "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. The term "Broker" shall also refer to Broker's affiliated licensees (brokers and salespersons).

B. RECITALS AND GENERAL CONDITIONS.

1. **IF BROKER REPRESENTS OWNER.** When a broker enters into an agreement to represent an owner (client), the broker and all licensees associated with that broker represent the owner, except when "Appointed Agency" is broker policy. An agent for an owner owes the owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
2. **IF BROKER REPRESENTS BUYER.** When a broker enters into an agreement to represent a buyer (client), the broker and all licensees associated with that broker represent the buyer, except when "Appointed Agency" is broker policy. An agent for a buyer owes the buyer the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
3. **IF BROKER REPRESENTS BOTH OWNER AND BUYER DUAL AGENCY EXISTS.** A real estate broker acting directly or through a salesperson can legally be the agent of both the owner and the buyer, but only with the knowledge and written consent of both parties. If a buyer represented by a broker wants detailed information about, or to see, a property of an owner who is also being represented by the same broker, the broker shall make every reasonable effort to remain impartial to both parties. In these circumstances, Broker immediately becomes a dual agent. Owner and Buyer acknowledge that, prior to such circumstances, Broker either acted as representative of the Owner or of the Buyer. In those separate roles, Broker may have obtained information, which, if disclosed, could harm the bargaining position of the party providing such information to Broker. **Provisions that govern the actions of Broker acting as a dual agent:**
 - a. Broker shall not knowingly say or do anything which might place one party at a disadvantage, disclose confidential information or personal confidences of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information a party specifically instructs Broker in writing not to disclose, unless such disclosure is required by law.
 - b. Broker shall not, without prior express written consent of Owner, disclose to Buyer that Owner might accept a price less than the listing price, or accept terms less favorable to Owner than is indicated in the listing agreement nor shall Broker, without the prior express written consent of Buyer disclose to Owner that Buyer may be willing to pay a higher price, or accept terms less favorable to Buyer than those indicated in Buyer's last written offer.
 - c. Broker will endeavor to be impartial between the parties and shall not represent the interests of either Owner or Buyer to the detriment of the other party. Broker is obligated to inform each party of facts Broker knows which likely could affect the party's decision to permit Broker to represent both Owner and Buyer.

Owner/Seller and Buyer are not required to consent to dual agency.

4. **DESCRIPTION OF BROKER'S SERVICES.** Broker may do the following for Owners and Buyers when acting as a Dual Agent: (1) Treat the Owner and Buyer fairly and honestly; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property known to Broker; (5) Explain real estate terms and procedures; (6) Explain to the Owner and Buyer the benefits of having the property inspected; (7) Explain closing costs and procedures; (8) Help Owner and Buyer compare financing alternatives; (9) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (10) Assist with the standard forms that include the necessary protection and disclosures for the Owner and Buyer; (11) Work diligently to facilitate the sale; and, (12) Receive notices for Owners and Buyers. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all-inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside the scope of their real estate license. **In providing said services, Broker shall do all of the following:**

- a. Provide brokerage services to all parties to the transaction honestly and in good faith.
- b. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c. Disclose to each party all **material adverse facts** (i.e., significant defects or negative circumstances) that the licensee knows except for the following:
 - 1) Material adverse facts known by the party.
 - 2) Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3) Material adverse facts the disclosure of which is prohibited by law.
 - 4) Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- d. Account for all property coming into the possession of the licensee that belongs to any party within reasonable time of receiving the property.
- e. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- f. Fulfill any obligation that is within the scope of the agency agreement except those obligations that are inconsistent with other duties that the licensee has under law.
- g. Place both clients' interests ahead of Brokers.
- h. Disclose to client any financial interests the licensee or brokerage has in any business entity which is referred for any service or product related to the transaction.

DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

5. **DESCRIPTION OF THE RESPONSIBILITIES AND RIGHTS OF OWNER AND BUYER.** In a dual agency situation, Owner and Buyer acknowledge and agree they have the responsibility to negotiate and make their own decisions as to what terms are to be included in any agreement for the purchase and sale of Owner's property. **Owner and Buyer also acknowledge they understand that Broker's representing more than one party in a transaction can create a conflict of interest since both clients may rely upon Broker's advice, and the client's respective interests may be adverse to each other. Owner and Buyer understand they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or any other aspect of this transaction. Owner and Buyer have the duty to protect their own interests and are advised by Broker to carefully read all documents to assure that they adequately express the parties understanding of the transaction. If Owner or Buyer have questions regarding the duties and responsibilities of Broker, those questions should be resolved before signing this document.**
6. **BINDING DOCUMENTS.** Owner and Buyer agree that whenever terms of this "Dual Agency Potential/Consent Agreement" contradict or conflict with their individual agency agreement with Broker, this Agreement shall supersede and prevail. When this Agreement is attached to an executed agency agreement or purchase agreement, it shall become a part thereof. Further, this Agreement shall be binding on heirs, assigns, executors and administrators of the parties hereto.
7. **REQUEST TO COMPLETE FORM DOCUMENTS.** Owner and/or buyer request that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value.
8. **FAX TRANSMISSION.** The facsimile transmission of a signed copy hereof shall constitute a binding agreement. The parties agree to confirm this Agreement by mail or personal delivery of the original signed Agreement between the parties. Owner/Buyer agrees to receive phone calls at Residence.

PART C should be completed by either (or both) Seller or Buyer to acknowledge the Potential for Dual Agency. This consent should be done before engaging in any activities of a dual agent. (i.e. Before showing any client's property or acquiring confidential information.)

C. DUAL AGENCY POTENTIAL

a. ☒ SELLER / OWNER

DUAL AGENCY POTENTIAL. Owner acknowledges that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Owner understands that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Owner acknowledges that when Broker presents detailed information or shows an Owner client's property to a Buyer client, that Broker is immediately a dual agent, undertaking a Consensual Dual Agency representation. Owner/Seller (agrees ☒) (does not agree ☐) to the Potential for Dual Agency representation.

Signature of Owner _____ Date: _____

Signature of Owner _____ Date: _____

If Brokerage becomes a Dual Agent for Property, Owner shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

b. ☐ **BUYER**

DUAL AGENCY POTENTIAL. Buyer acknowledges that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Buyer understands that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Buyer acknowledges that when Broker presents detailed information or shows an Owner Client's property to a Buyer client, that Broker is immediately a dual agent, undertaking a Consensual Dual Agency representation.

Buyer (agrees ☐) (does not agree ☐) to the Potential for Dual Agency representation.

Signature of Buyer _____ Date: _____

Signature of Buyer _____ Date: _____

If Brokerage becomes Dual Agent for Property, Buyer shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

PART D shall be completed when Brokerage represents both Seller/Owner AND Buyer for a specific property and both the Buyer AND Seller/Owner acknowledge and Consent to Dual Agency prior to offer.

D. DUAL AGENCY CONSENT

For the Offer For Real Estate dated _____

Specific Property Address: _____ Listing Agent: _____

Owner(s) (per title): _____ hereinafter called "Seller."

Buyer(s): _____ Selling Agent: _____

- a. **The Seller and Buyer acknowledge** that Broker is undertaking a Consensual Dual Agency representation in the sale of the above specific property.

Buyer agrees _____ (initials) to dual agency representation in this transaction.

Seller agrees _____ (initials) to dual agency representation in this transaction.

- b. **Broker Compensation.** If the Buyer is paying Broker a fee or commission for this transaction, they will agree by separate document.

- c. **Termination of Negotiations or sale.** In the event Seller and Buyer do not enter into an agreement for the purchase and sale of Seller's property to Buyer, or they do enter into an agreement and the sale does not close, the dual agency role of Broker under this Agreement shall be deemed by all parties to have been terminated. Broker will then become the agent of each, Seller and Buyer, on the terms and conditions previously agreed upon.

By signing below, Owner/Seller and/or Buyer acknowledge and agree that Broker shall act as a Dual Agent as described above.

I (we) have read and understand this agreement and acknowledge receipt of a copy. **This is a legally binding contract. If not understood, consult with the lawyer of your choice.**

Seller _____ Time & Date _____

Buyer _____ Time & Date _____

Seller _____ Time & Date _____

Buyer _____ Time & Date _____

Listing licensee (for Broker) _____ Time & Date _____

Selling licensee (for Broker) _____ Time & Date _____



IMPORTANT INFORMATION ABOUT PURCHASING OR SELLING REAL ESTATE

REALTORS® provide this disclosure to give you information with which to make an informed decision on the purchase, lease, option or sale of real property. The term "Agent" shall refer to real estate agent. The term "Seller" shall refer to seller, lessor, or optionor. The term "Purchaser" shall hereinafter refer to buyer, lessee, or optionee.

Kristin Polley
(REALTOR)

of,

Five Star Real Estate Group
(REAL ESTATE FIRM)

2110 S Center Street
(ADDRESS)

Marshalltown
(CITY)

Iowa
(STATE)

- LIMITED WARRANTIES.** In some instances a Seller may provide a limited warranty on residential property. The warranty is purchased from a warranty company. If the warranty is not offered by the Seller, the purchaser may choose to purchase a warranty prior to occupancy or control of the property, generally at the time of closing. The real estate firm may receive an administrative fee for processing the application. The firm listed above (☐does) (☒does not) receive a fee of \$_____ per application processed by it on its listings that offer a warranty.
- SELLER DISCLOSURE.** By Iowa law, the Seller of 1 to 4 unit residential property must complete a written property condition disclosure at the time of listing such property. The property condition disclosure is a statement of the status of the property to the best of the seller's current actual knowledge. It does not in any way constitute a guarantee or warranty against hidden problems or defects that may occur after settlement and after possession has been given to Purchaser. Nor does it guarantee or warrant that physical or mechanical problems won't develop after that time. This disclosure shall be delivered to a prospective Purchaser prior to the Purchaser signing an offer to buy.
- AGENT LIMITATIONS.** Agents are not required to discover hidden defects in a property or to give advice on matters outside the scope of their real estate license. Therefore, Agents do not warrant the physical or mechanical condition of any property, including but not limited to: basement water problems associated with ground water, surface water, sewer backup or sump pump malfunctions; freedom from hazardous materials or contaminations; pest infestations; roof leaks, structural soundness, heating and cooling systems or equipment; appliances; garage door openers; central vacuum systems or equipment; plumbing, water softening or filtering equipment; well pumps and systems; septic tanks and systems; electrical, etc. Further, Agents do not guarantee: against the presence of easements or encroachments, lot sizes, room sizes, square footage figures or present value. All of the above are factors that can only be determined by legal counsel, surveyors, appraisers, or other experts. The income potential or future value can only be estimated, and is NOT guaranteed.
- CONDITION OF PROPERTY.** The Purchaser has the option to include in an offer, a provision to employ, at Purchaser's expense, an expert or experts of Purchaser's choice to inspect the property and provide an analysis of its physical and mechanical condition, the presence of wood destroying or pest infestation, etc. The Purchaser normally will also have the ability to conduct a presettlement or preoccupancy final "walk through" inspection of the property, but this inspection may be limited by the contract. Please bear in mind that resale properties generally have some normal wear and tear.
- HAZARDOUS MATERIALS.** Hazardous materials could affect properties that are shown to potential Purchasers. Real Estate Agents do not have the technical expertise to advise anyone as to whether or not such materials are present. Information pertaining to hazardous substances is available from the United States Environmental Protection Agency (EPA), Iowa Department of Natural Resources (DNR) or the Iowa Department of Health. The Purchaser may wish to employ, at Purchaser's expense, an expert or experts of Purchaser's choice to inspect the property and to provide an analysis of possible hazardous materials within that property as a contingency of the purchase offer. Such materials may include, but are not limited to: asbestos, lead based paint, lead water pipes, radon gas, urea foam formaldehyde, and contaminated soil or water on the property.
- WATER PROBLEMS.** You should also be aware that even though there may have never been water problems on a property or in its basement that is no guarantee that they won't happen at some future time. Iowa is known for high ground water levels and heavy rainstorm. Given the right circumstances, no property is immune from such problems.
- NEW CONSTRUCTION.** If Purchaser or Seller chooses to build, the Agent may be able to assist with site selection and finding a contractor. The Agent may receive a commission or fee from the contractor. You are advised to enter into a separate written construction contract with the contractor which should set forth all of the terms, conditions and specifications of the property to be constructed. The Agent will not act as a construction manager and should not be expected to assume such a role as it is beyond the scope of the Agent's real estate license.

8. **MASTER PLANS AND PENDING ASSESSMENTS.** Prior to the execution of a contract, the Purchaser may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land uses, roads and highways, and the location and nature of proposed parks and other public facilities. This can be viewed at the various city and county planning offices and at some local libraries. The Purchaser may also check with the offices of the county or city engineer, city clerk and city or rural water offices for assessments that may not as yet, have been recorded at the county recorder's office. NOTE: Plans can and do change, therefore Buyers are encouraged to reinvestigate closer to transaction.
9. **LEGAL REQUIREMENTS.** Iowa law normally requires that in order to be enforceable, a contract for the sale or purchase of real property must be in writing. The form an Agent may utilize or recommend for your use can be modified to accommodate the needs of the parties. You have the right to retain and consult with the lawyer of your choice on suggested wording, modification or changes.
10. **FINANCING.** Mortgage application fees, rates and associated charges vary with financial institutions and the marketplace. The Purchaser will have the opportunity to select the lender and the right to negotiate terms and conditions of the loan. Such terms may be subject to Seller's approval and lender's requirements.
11. **DISCRIMINATION.** The Federal Fair Housing Act makes it illegal to discriminate against protected classes of individuals. Any Agent shall not discriminate against any individual on the basis of sex, race, color, national origin, religion, handicap, or familial status.
12. **RIGHT TO PRIVACY.** Without the consent of the Consumer, the Agent may not disclose certain information such as: willingness for the party to pay more or accept less for the property, motivating factors, financial terms, real estate needs, financial information, except the Seller's ability to sell and the Buyer's ability to buy are considered a material fact.

If the Purchaser or Seller have any questions regarding the roles and responsibilities of Real Estate Agents or about any other portions of this disclosure, please do not hesitate to ask for more information. Though this disclosure is believed to broadly cover most aspects of interest to the typical Purchaser or Seller, it may not be all inclusive as to particular concerns you may have. Such concerns, along with any of the disclosures of information contained herein, may be discussed with the lawyer of your choice.

ACKNOWLEDGEMENT

I/We have received, read and gone over this disclosure with the above named REALTOR® prior to or at the time specific real estate assistance was first provided. Receipt of a copy of this disclosure is acknowledged. **(Acknowledging receipt of this disclosure does not obligate you in any way.)** (Check "PURCHASER'S" or "SELLER'S" as appropriate below.)

The City of Marshalltown
 PRINT PROSPECTIVE ☐ PURCHASER'S / ☒ SELLER'S NAME

SIGNATURE OF PROSPECTIVE ☐ PURCHASER / ☒ SELLER TIME & DATE

PRINT PROSPECTIVE ☐ PURCHASER'S / ☒ SELLER'S NAME

SIGNATURE OF PROSPECTIVE ☐ PURCHASER / ☒ SELLER TIME & DATE

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: April 21, 2020
RE: Listing Agreement for Southridge

Policy Issue: Council is required to approve certain agreements

Recommendation: To approve the resolution as proposed

Background: The City acquired a 4.5 acre parcel along Southridge Road in late 2018 to construct South 7th Avenue. The intention has always been to dispose of property not needed for the project. To achieve disposal of the property in a way that can enhance residential development, the City hired CGA to complete a plat of the area. The City Council approved a preliminary plat of the Southridge Estates Subdivision on October 14th. The City Council cannot consider a final plat until construction of South 7th Avenue is completed.

Staff issued a Request for Proposal to local realtors to start the process of marketing and selling the property. The purpose in doing this before a final plat is approved is that it gives a developer the ability to propose changes to the final plat before adopted. The lots are fairly large in the preliminary plat, and the property is zoned R2-a which would allow for duplexes. All of this enhances the City's ability to sell and saves time for a developer on the back end if not amendments are needed. The sale of the land cannot be made final until the final plat is adopted however.

Five Star is recommending we list the available proposed parcels for \$135,000, with 5 percent commission.

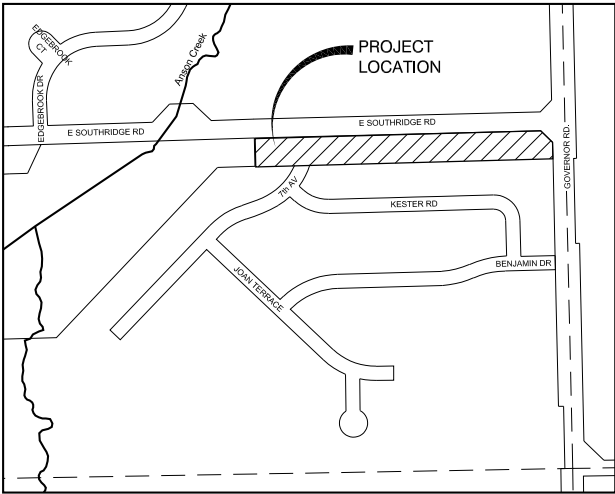
Budget Impact: None- commission would be paid from sale proceeds

Attachment: Listing Agreement, RFP, Preliminary Plat

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



J:\5761\Wpss\Survey\Preliminary Plat\5761-Preliminary Plat.dwg - Prel Plat Sheet 1 - 10-01-19 - 8:37am - HAT323



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

B-B - BACK TO BACK
CMP - CORRIGATED METAL PIPE
CONC - CONCRETE
F/L - FLOW LINE
FND - FOUND
MH - MANHOLE
OPC - ORANGE PLASTIC CAP
PUE - PUBLIC UTILITY EASEMENT
ROW - RIGHT OF WAY
SAN - SANITARY
ST - STORM
SWE - STORM WATER EASEMENT

LEGEND

EXISTING	PROPOSED
	EVERGREEN TREE
	DECIDUOUS TREE
	SHRUBS (BUSHES)
	TREE LINE
	SIGN (TYPE AS NOTED)
	FENCE
	SILT FENCE
	CONTOUR LINE
	WATERMAIN
	WATER VALVE
	FIRE HYDRANT
	SANITARY SEWER LINE
	STORM SEWER LINE
	MANHOLE
	CLEANOUT
	INTAKE
	BEEHIVE INTAKE
	GAS LINE
	GAS VALVE
	OVERHEAD ELECTRICAL LINE
	BURIED ELECTRICAL LINE
	POWER POLE
	STREET LIGHT
	ELECTRICAL BOX/TRANSFORMER
	TELEPHONE LINE
	TELEPHONE PEDESTAL

ENGINEER/SURVEYOR

CLAPSADDLE-GARBER ASSOCIATES
HEATHER THOMAS, PE
JEREMY HARRIS, PLS
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
(641) 752-6701

FLOODPLAIN

ZONE X FIRM MAP NUMBER 19127C
EFFECTIVE NOVEMBER 16, 2011

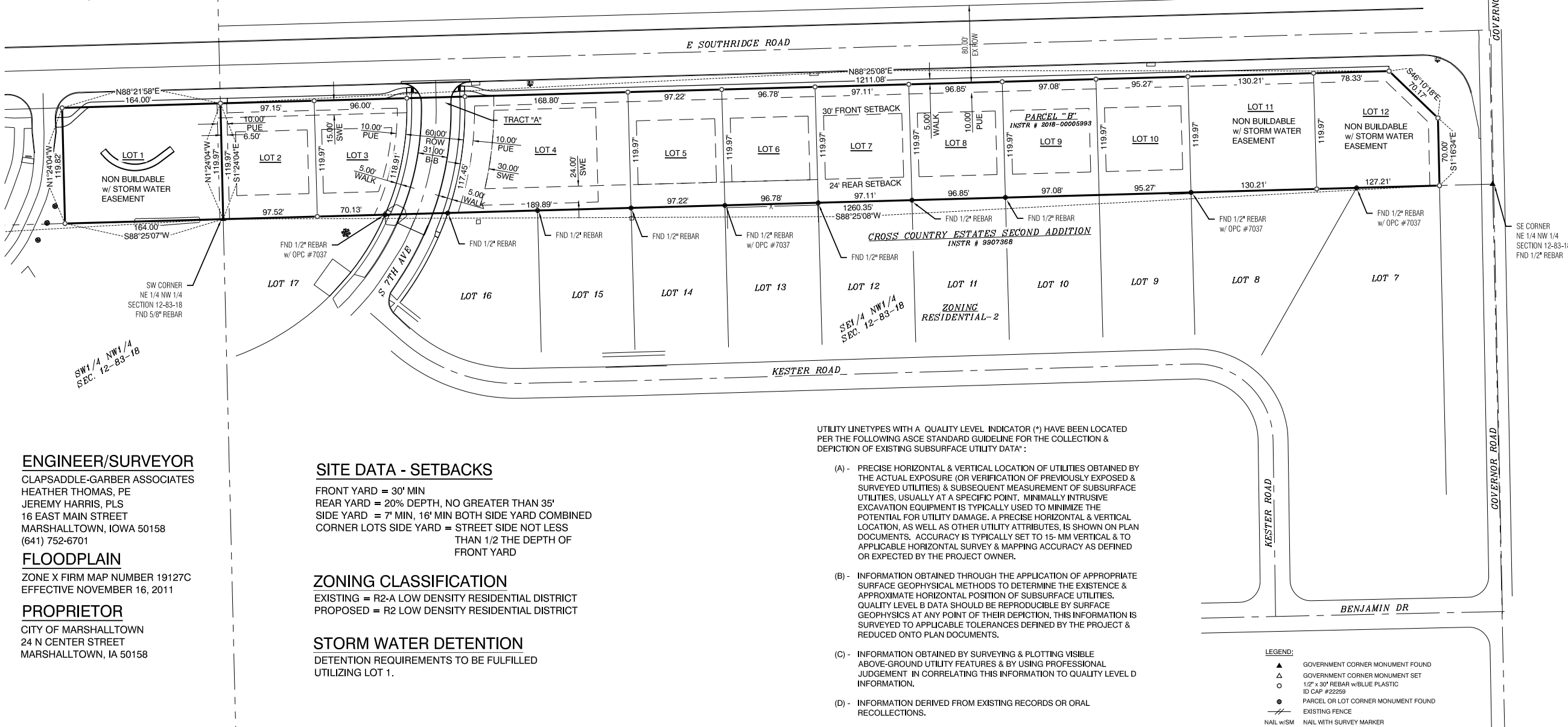
PROPRIETOR

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

PRELIMINARY PLAT SOUTHRIDGE ESTATES CITY OF MARSHALLTOWN MARSHALL COUNTY, IOWA

LEGAL DESCRIPTION

PARCEL "B" LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, N1°24'04"W 119.97' ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST SOUTHRIDGE ROAD; THENCE, N88°25'08"E 1211.08' ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE, S46°10'18"E 70.17' ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE WEST RIGHT OF WAY LINE OF GOVERNOR ROAD; THENCE, S1°16'34"E 70.00' ALONG SAID WEST RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S88°25'08"W 1260.35' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.
AND
LOT 1 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA.
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, S88°25'07"W 164.00' ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE, N1°24'04"W 119.82' TO A POINT ON THE PREVIOUSLY ESTABLISHED SOUTH RIGHT OF WAY LINE OF EAST SOUTHRIDGE ROAD; THENCE, N88°21'58"E 164.00' ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE, S1°24'04"E 119.97' ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 3.89 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



UTILITY LINETYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA:

- (A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES. USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.
- (B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS.
- (C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.
- (D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

LEGEND:	
	GOVERNMENT CORNER MONUMENT FOUND
	GOVERNMENT CORNER MONUMENT SET
	1/2" x 3/4" REBAR w/BLEU PLASTIC ID CAP #22259
	PARCEL OR LOT CORNER MONUMENT FOUND
	EXISTING FENCE
	NAIL WITH SURVEY MARKER

SITE DATA - SETBACKS

FRONT YARD = 30' MIN
REAR YARD = 20% DEPTH, NO GREATER THAN 35'
SIDE YARD = 7' MIN, 16' MIN BOTH SIDE YARD COMBINED
CORNER LOTS SIDE YARD = STREET SIDE NOT LESS THAN 1/2 THE DEPTH OF FRONT YARD

ZONING CLASSIFICATION

EXISTING = R2-A LOW DENSITY RESIDENTIAL DISTRICT
PROPOSED = R2 LOW DENSITY RESIDENTIAL DISTRICT

STORM WATER DETENTION

DETENTION REQUIREMENTS TO BE FULFILLED UTILIZING LOT 1.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



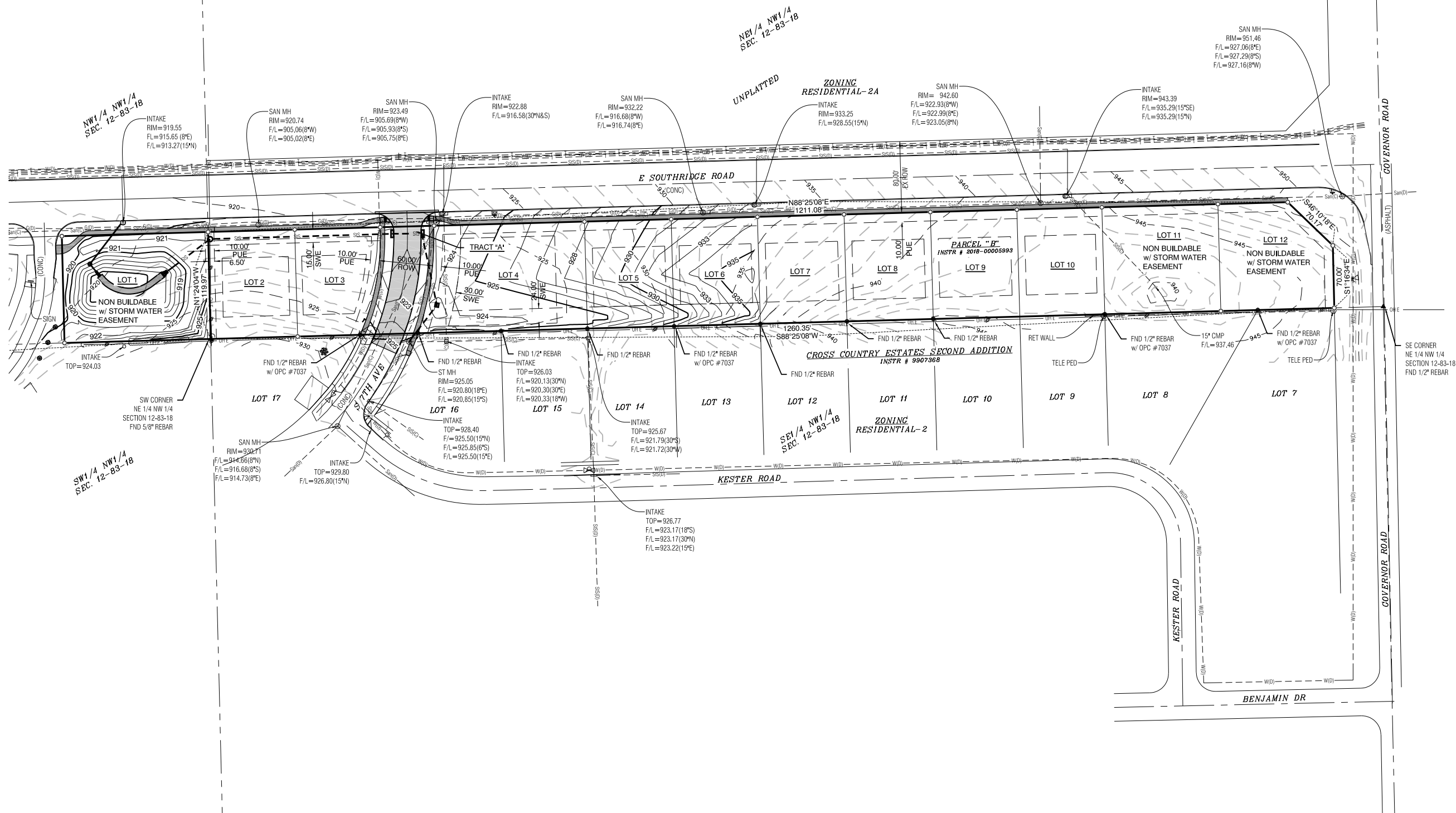
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: - DATE: -
DRAWN: CAQ DATE: 7-16-2019
CHECKED: HAT DATE: 7-16-2019
APPROVED: - DATE: -

SOUTHRIDGE ESTATES
MARSHALLTOWN, IOWA

PRELIMINARY PLAT

PROJECT NO.
5761.04
SHEET NO.
1 OF 2



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: -	DATE: -
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SOUTHRIDGE ESTATES

MARSHALLTOWN, IOWA

PRELIMINARY PLAT

PROJECT NO.	5761.04
SHEET NO.	2 OF 2

J:\5761\Urges\Survey\Preliminary Plats\Temp 5761 - Preliminary Plat s2.dwg - Prel Plat Sheet 2 - 10-01-19 - 8:42am - HAT323

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

REQUEST FOR PROPOSAL FOR REAL ESTATE SERVICES FOR THE SALE OF SOUTHRIDGE ESTATES SUBDIVISION

The City of Marshalltown is seeking the services of a qualified realtor to assist with the sale of vacant development land located along East Southridge Road near Timber Creek Park. The City purchased the land in 2018. The City is building an extension of South 7th Avenue to connect with East Southridge to provide a secondary egress into the Cross Country Estates Subdivision. This project is to be completed in 2020.

The City has approved preliminary plat of the area, which is included with this RFP. There are approximately 3.7 acres of land which are proposed for 12 lots. Lot 1 is not developable and is required as part of the sale as it provides the necessary stormwater detention for the remaining lots. Lots 11 and 12 are not buildable and will require a stormwater easement, and the City would like guidance on how to fairly price those for transfer to another owner. The zoning is R2a and is suitable for both single family housing and duplex units. The City is open to changes to the proposed lots prior to a final plat being submitted.

The City can only accept an offer contingent upon following Iowa Code regulations related to the sale of property. The Council will have to set a public hearing with the accepted offer value and buyer listed in a resolution. The City Council will then hold the public hearing at the following Council meeting with an action to sell the property as well.

Qualified individuals or firms should submit a proposal to the City of Marshalltown containing the following information:

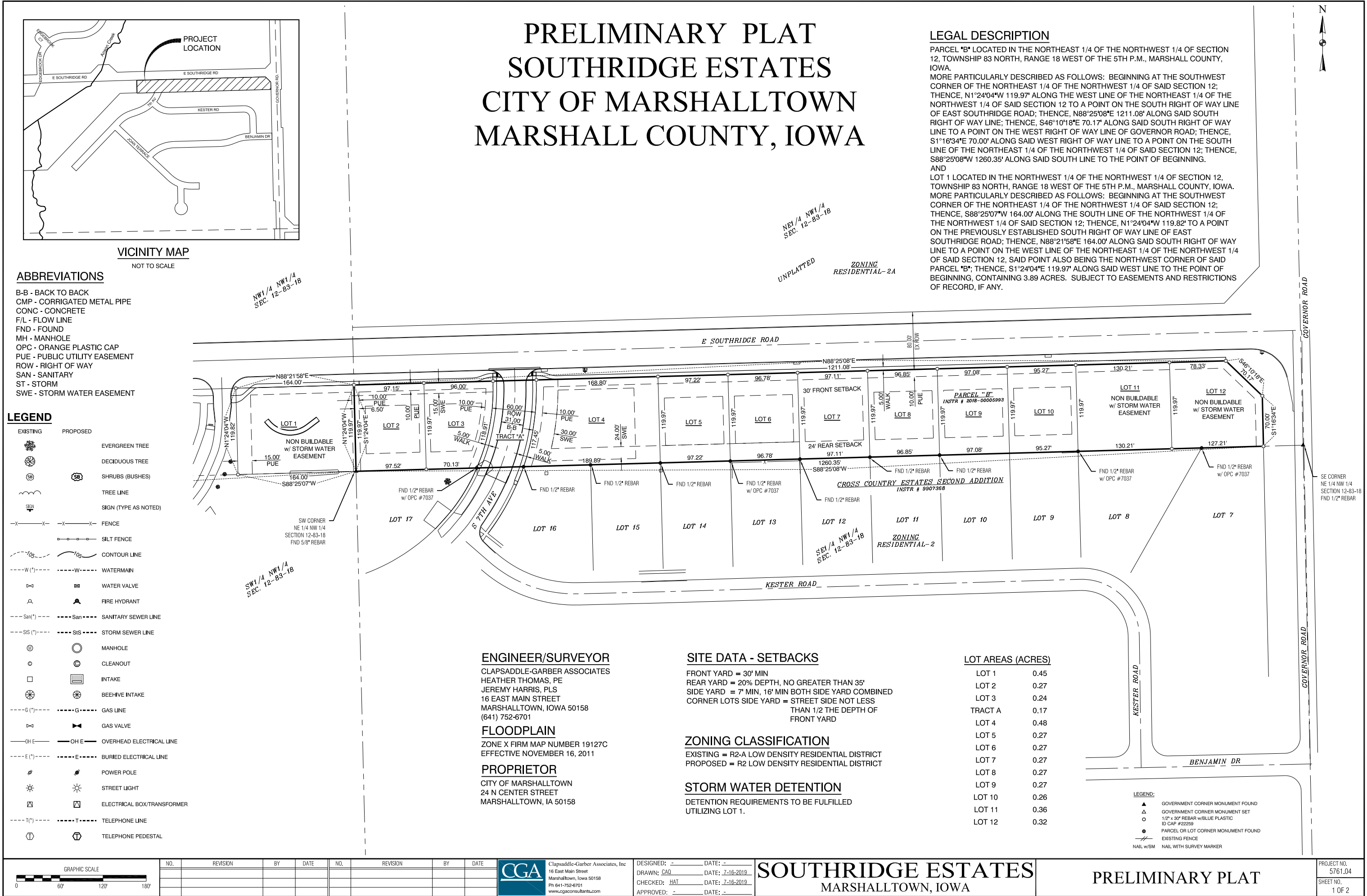
- Business Name and Contact Information
- Experience in selling residential development property and land sales of governmental entities
- Marketing strategy for sale
- Proposed pricing strategy
- Fee for services

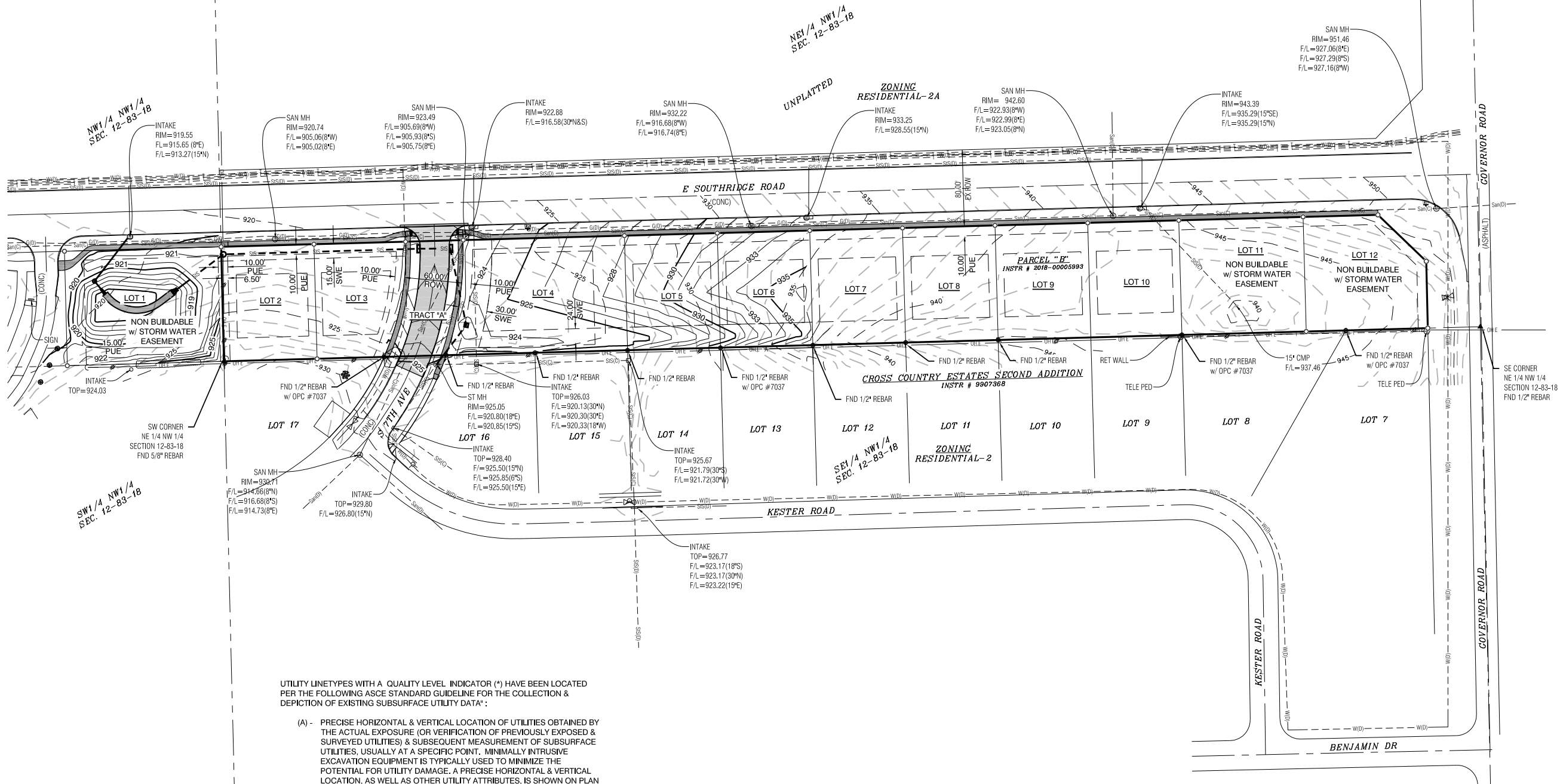
Proposals should be submitted by email to jkinser@marshalltown-ia.gov no later than April 15, 2020, at 10am CST.

The City reserves the right to reject all proposals.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin







- UTILITY LINETYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA*:
- (A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES. USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.
 - (B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS.
 - (C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.
 - (D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-4701
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: CAQ _____ DATE: 7-16-2019
CHECKED: HAT _____ DATE: 7-16-2019
APPROVED: _____ DATE: _____

SOUTHRIDGE ESTATES
MARSHALLTOWN, IOWA

PRELIMINARY PLAT

PROJECT NO.
5761.04
SHEET NO.
2 OF 2

**RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE
MARSHALLTOWN CENTRAL BUSINESS DISTRICT FOR \$35,000 FOR OPERATION
SUPPORT DUE TO THE COVID-19 PANDEMIC**

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

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

WHEREAS, the City approved an agreement with Marshalltown Central Business District (“MCBD”) (the “FY 2019-20 Agreement”), pursuant to which MCBD would undertake activities in the Urban Renewal Area related to the Main Street Program and the Façade Improvement and code compliance programs (the “MCBD Project”) and the City would provide payments to MCBD related to the Main Street Program and for operations; and

WHEREAS, the Marshalltown Central Business District has requested additional funding in the current fiscal year of \$35,000, to continue to provide services to all businesses in the District related to recovery from the COVID-19 pandemic;

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

Section 1. The FY 2019-20 Agreement is hereby amended to provide that the City will pay \$35,000 for operations in the fiscal year that ends June 30, 2020.

Section 2. All payments by the City shall be made from incremental property tax revenues on-hand within the Urban Renewal Area and shall not be general obligations of the City.

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

Passed and approved April 17, 2020.

Mayor

Attest:

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

Dear Councilors,

As you know, the heart of our community has been hit by a second disaster in just two years with the COVID-19 pandemic and the related closures and business impacts. Our downtown building and business owners have shown incredible resilience and continue to do everything they can to continue to safely operate, retain employees, and provide the services that our community needs. The Marshalltown Central Business District (MCBD) has been active in supporting our downtown community with information and resources from federal, state and local programs in addition to support navigating the complex requirements of the grant process.

While we work to help our community weather the current situation, we are also working with our volunteers, members, and supporters to make sure that we are ready to continue the critical work of rebuilding and supporting our beautiful downtown. We are committed to working toward the future detailed in the Downtown Master Plan including pocket parks, additional events and activities, and the redevelopment and renewal of vacant sites. The MCBD has been a partner with the City of Marshalltown and the downtown community for over 17 years and will continue to work with all stakeholders to drive the vision of our downtown community forward.

The MCBD has four major sources of funding: our downtown building and business owners, our community supporters and Friends of the MCBD, our downtown events and promotions, and the funding from the City of Marshalltown. We are very grateful for this support, however with the impacts of the COVID-19 pandemic we expect that a membership or contribution may be very difficult for businesses or community members. We expect events and promotions to be impacted for some time to come as well.

With this in mind, we respectfully request that the Council consider making an additional contribution to the MCBD of \$35,000 for the current year. Just as with our response to the 2018 tornado, this funding will allow us to provide support and services to everyone in the Central Business District Zone regardless of their current membership status with the MCBD. It will also allow our members, volunteers and staff to stay focused on supporting our local businesses, building owners and community as we work together toward a hopefully rapid recovery and get back on track toward the vision of the Downtown Master Plan.

Thank you for your consideration and your support of the Marshalltown Central Business District.

Regards,

Nate McCormick
President
Marshalltown Central Business District

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: April 22, 2020
RE: MCBF Funding Request

Policy Issue: Council must approve allocation of tax increment financing funds on-hand

Recommendation: To approve the resolution as proposed

Background: The COVID-19 pandemic has hit many entities hard, including the Marshalltown Central Business District (MCBD). The MCBD is continuing to assist in the recovery from the tornado, but has now taken on a new role of serving as a source of information to help keep the many and diverse businesses within the MCBD funded during this time. The pandemic has also impacted the MCBD's ability to generate the operational funds they need to continue providing the Main Street Iowa connection.

Following the tornado, the City reallocated additional TIF dollars to the MCBD to support operations in the amount of \$40,000. The request for \$35,000 is a request for the current fiscal year, with operational support from the City already approved for the next fiscal year at \$32,000.

Budget Impact: The \$35,000 is currently available in cash on-hand from Urban Renewal/TIF area #4 in the current fiscal year. The Council did obligate \$7,621 to a blight remediation grant in the current fiscal year which is not reflected on the spreadsheet.

Attachment: FY21 Budget- TIF Balances by Area

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



Urban Renewal Cash Balances
For Fiscal Year Ending 6/30/2019-2021

	TIF #2 East Side 32301	TIF #3 Southside 32201	TIF #4 Uptown 32401	TIF #5 Eagle View TIF18002	FUND 125 TOTAL	FUND 126 LMI 41.79%
Ending Cash Balance 6/30/2019	49,826.32	28,672.64	425,708.27	14,551.58	518,758.81	-
Add Revenues:				(42,000 - LMI)		
Property taxes per County	172,000.00	155,328.00	284,520.00	24,448.00	636,296.00	17,552.00
Reverse transfer from 393 (not needed)			6,875.00		6,875.00	
Transfer from Tornado fund 145 for Coliseum						
Insurance proceeds for design fees			140,000.00		140,000.00	
Interest	600.00	500.00	3,900.00		5,000.00	
	172,600.00	155,828.00	435,295.00	24,448.00	788,171.00	17,552.00
Subtract Expenses:						
2011B Bonds			79,244.00		79,244.00	
2012A Bonds		33,386.00	175,276.00		208,662.00	
2015 Bonds	77,964.00				77,964.00	
Hawkeye Hotels	-	56,202.18			56,202.18	
Menards	78,648.66				78,648.66	
Theisens		45,938.03			45,938.03	
Plumb Supply		6,375.00			6,375.00	
Teamwork-1 for Bobcat Academy		13,281.21			13,281.21	
MCBD Main Street			30,000.00		30,000.00	
Red Earth Real Estate Holdings				-	-	
Simmering-Cory & Iowa Codification		1,475.00			1,475.00	
Chamber \$50:\$250K		50,000.00			50,000.00	
Shane Ecklor Demo			7,050.00		7,050.00	
Garrett Goodman Demo			12,166.00		12,166.00	
Façade 17 N. 1st St.			8,500.00		8,500.00	
Façade 19-21 S. 2nd St.			10,728.00		10,728.00	
128 E. Main façade			1,821.16		1,821.16	
10 E. Main Street 2nd floor code upgrade			7,930.50		7,930.50	
116 W. Main Street (E. wall)			12,500.00		12,500.00	
30 E. Main (Façade & Code)			20,784.98		20,784.98	
Façade & Code grants unassigned			22,635.55		22,635.55	
Transfer to Coliseum Remodel fund 383			140,000.00		140,000.00	
Correct Dorsey bill pd in FY18	(7,177.50)	7,177.50			-	
	149,435.16	213,834.92	528,636.19	-	891,906.27	-
Ending Cash Balance 6/30/2020	72,991.16	(29,334.28)	332,367.08	38,999.58	415,023.54	17,552.00
Add revenues:				(42,000 - LMI)		
Property taxes need to update	168,984.00	228,199.00	253,179.00	-	650,362.00	
Interest	50.00	10.00	100.00		160.00	10.00
	169,034.00	228,209.00	253,279.00	-	650,522.00	10.00
Subtract Expenses:						
2011B Bonds			80,107.00		80,107.00	
2012A Bonds		32,966.00	173,072.00		206,038.00	
2015 Bonds	86,454.00				86,454.00	
MCBD Main Street use cash on hand			32,000.00		32,000.00	
Additional façade & code upgrade			40,000.00		40,000.00	
Chamber \$50:\$250K		50,000.00			50,000.00	
Plumb Supply		6,375.00			6,375.00	
Marshallgaam:Holiday Inn	-	93,000.00			93,000.00	
Menards	79,845.00				79,845.00	
Teamwork-1 for Bobcat Academy		15,565.00			15,565.00	
	166,299.00	197,906.00	325,179.00	-	689,384.00	-
Ending Cash Balance 6/30/2021	75,726.16	968.72	260,467.08	38,999.58	376,161.54	17,562.00

**RESOLUTION APPROVING AN ENVIRONMENTAL COVENANT TO BE FILED FOR 12
EAST STATE STREET AS A CONTAMINATED SITE**

WHEREAS, the City of Marshalltown has accepted an offer for the purchase of 12 East State Street to serve as a parking lot for a fifty-unit income-restricted multi-family housing project; and

WHEREAS, the process for the sale included a Phase II Environmental Assessment, which showed the presence of vapors on the property; and

WHEREAS, further testing by the City of Marshalltown confirmed the presence of vapors in the ground, but determined that the site was not the originating source of the contamination; and

WHEREAS, the results of the environmental testing have led to a request from the Iowa Department of Natural Resources to place an environmental covenant on the property to prevent the future development of the property to include any subsurface part of a structure;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached Iowa Contaminated Site Environmental Covenant for 12 East State Street is hereby approved and the City Clerk is directed to record the document when accepted by the Iowa Department of Natural Resources.

Passed this 27th day of April, 2020, and signed this _____ day of April 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

IOWA CONTAMINATED SITE ENVIRONMENTAL COVENANT

This environmental covenant is established pursuant to Iowa Code (IC) chapter 455I entitled Uniform Environmental Covenants Act.

The City of Marshalltown, Iowa, hereafter "grantor" and the Iowa Department of Natural Resources, hereafter "Department", in its capacity as an agency of Iowa state government enter into this environmental covenant for the purpose of subjecting the affected property described below to certain activity and use limitations in accordance with the terms and conditions as specified and the authorities granted the Department in IC chapter 455I, § 455B.103(7), and Department rules in chapter 567 Iowa Administrative Code (IAC) 133.

1. **Affected Property.** The grantor is the fee title owner of the property located at 12 East State Street, Marshalltown, Iowa 50158. The property is legally described as:

South 137 feet, 11 inches of Lot 8, excluding the East 1 foot of the South 80 feet of Lot 8 & North 100 feet of Lot 9, Block 3 in the Town of Marshall.

Hereinafter, the affected property will be referred to as "the property."

2. **Risk Management and Institutional Controls.** Braun Intertec Corporation has performed a soil and groundwater investigation and risk assessment in accordance with 567 IAC 131 and 567 IAC 133. The site assessment identified contaminated conditions on the property which may present an unreasonable risk to public health and the environment if certain activities occur on the property. As such, the Director of the Department, pursuant to her authority under IC § 455B.103(7), has determined that an environment covenant is necessary to manage the risk of future exposure to the contamination by limiting specified activities at this property and establishing certain affirmative obligations.

3. **Reopening.** The signatories acknowledge that in the event that the activity and use limitations provided below fail to serve their intended purpose—including the prevention of exposure to contamination—could result in the Department reopening its review and regulatory oversight of the contaminant condition on the property as provided under the terms of this covenant, IC chapter 455I, and applicable Department administrative rules.

4. **Identity of Grantor(s) and Holder(s).**

GRANTOR(S): The City of Marshalltown, Iowa

HOLDERS: None.

AGENCY: Iowa Department of Natural Resources

5. **Representations and Warranties.** The grantor warrants to the other signatories to this covenant the following:

- a. The grantor is the sole fee title owner of the property;
- b. The grantor holds sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;
- c. The grantor has identified all other persons holding legal or equitable interests, including, but not limited to, contract buyers, mortgage holders, other consensual lienholders and lessees, and secured their consent either by signatures on this covenant or by a separate subordination and consent agreement.

6. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this environmental covenant are binding on the grantors and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this environmental covenant, shall mean any future owner of any interest in the property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

7. **Activity and Use Limitations and Terms.** The property is subject to the following activity and use limitations:

- a. No drinking water or non-drinking water wells as defined in 567 IAC 135.2 and as subsequently amended, shall be installed within the boundaries of the property. For purposes of reference, drinking water wells means, "any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SID) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes 3254 for drugs and 311 for food)." Non-drinking water well means, "any groundwater wells (except and extraction well used as part of a remediation system) not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with 567 IAC 39 and 567 IAC 49."
- b. No enclosed spaces, as defined in 567 IAC 135.2 and as subsequently amended, shall be constructed within the boundaries of the property, unless such structures are engineered to address vapor intrusion from chlorinated solvents and/or petroleum hydrocarbons in order to prevent a health risk to building occupants. Said engineering shall include sufficient testing to be performed prior to construction to satisfy the Department that vapor intrusion will not present a health risk to building occupants. For purposes of reference, an enclosed space means, "a space which can act as a receptor or pathway capable of creating a risk of explosion or inhalation hazard to humans" and includes "explosive receptors" and "confined spaces." Explosive receptors means those receptors designated in 567 IAC 135 which are evaluated for explosive risk. Confined spaces means those receptors designated in 567 IAC 135 for evaluation of vapor inhalation risks.

Enclosed spaces may include subsurface structures such as buildings with basements, utility vaults, and storm and sanitary sewers.

- c. Any construction, including slab-on-grade buildings, shall include the installation of vapor barriers as an engineering control to eliminate potential vapor intrusion from ground water into indoor air for buildings located at the property, with the specific engineering plans for the vapor barriers to first be submitted to and approved by the Department prior to construction.
- d. Future construction projects including redevelopment activities will not commence without a Department-approved soil management plan.

8. Notice of Non-Compliance. Any property owner or subsequent transferee of an interest in the property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph seven (7) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

9. Notice to Lessees. Grantor, any holder with a property interest sufficient to grant a lease of the property, and any subsequent transferee shall incorporate the activity and use limitations of this covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the property.

10. Access to Property. Reasonable access to the property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. The Department, its authorized representatives or other persons entitled to access shall provide the current owner of the property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access includes, but is not limited to, the following activities:

- a. repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures,
- b. fencing and other technological controls,
- c. groundwater sampling and monitoring,
- d. additional drilling,
- e. construction of soil boring and/or groundwater monitoring wells, and,
- f. other activities authorized or otherwise directed by the Department.

11. Groundwater Hazard Statement Notice. IC § 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on the property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this environmental covenant in substantially the following form—filling in the blanks with the relevant and applicable details:

THE INTEREST CONVEYED IS SUBJECT TO AN
ENVIRONMENTAL COVENANT, DATED *(date)*, RECORDED

IN THE DEED OR OFFICIAL RECORDS OF THE (*county name*) COUNTY RECORDER ON (*date*) IN (*document, book and page, or parcel number*).

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

- a. No drinking water or non-drinking water wells as defined in 567 IAC 135.2 and as subsequently amended, shall be installed within the boundaries of the property. For purposes of reference, drinking water wells means, "any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SID) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes 3254 for drugs and 311 for food)." Non-drinking water well means, "any groundwater wells (except and extraction well used as part of a remediation system) not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with 567 IAC 39 and 567 IAC 49."
- b. No enclosed spaces, as defined in 567 IAC [??] and as subsequently amended, shall be constructed within the boundaries of the property, unless such structures are engineered to address vapor intrusion from chlorinated solvents and/or petroleum hydrocarbons in order to prevent a health risk to building occupants. Said engineering shall include sufficient testing to be performed prior to construction to satisfy the Department that vapor intrusion will not present a health risk to building occupants. For purposes of reference, an enclosed space means, "a space which can act as a receptor or pathway capable of creating a risk of explosion or inhalation hazard to humans" and includes "explosive receptors" and "confined spaces." Explosive receptors means those receptors designated in 567 IAC 135 which are evaluated for explosive risk. Confined spaces means those receptors designated in 567 IAC 135 for evaluation of vapor inhalation risks. Enclosed spaces may include subsurface structures such as buildings with basements, utility vaults, and storm and sanitary sewers.
- c. Any construction, including slab-on-grade buildings, shall include the installation of vapor barriers as an engineering control to eliminate potential vapor intrusion from ground water into indoor air for buildings located at the property, with the specific engineering plans for the vapor barriers to first be submitted to and approved by the Department prior to construction.
- d. Future construction projects including redevelopment activities will not commence without a Department-approved soil management plan.

12. Modification and Termination. Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455I and applicable Department administrative rules. The terms of this environmental covenant may be modified or terminated by written consent of the Director of the Department, the then current fee simple title owner and all original signatories (unless exempted under the provisions of IC § 455I.10(1)"c" in accordance with and

subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this environmental covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this covenant.

13. Enforcement. The terms of this environmental covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11.

14. Severability. If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. Governing Law. This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

16. Recordation. Within thirty (30) days after Department approval of this environmental covenant, the grantor[s] shall record the environmental covenant in the same manner as a deed to the property with the Marshall County Recorder's Office.

17. Effective Date. The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been properly recorded with the Marshall County Recorder's Office.

18. Notice. Unless otherwise notified in writing by the Department, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources
Contaminated Sites Section Supervisor
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50319

19. Subordination and Consent. By signing this environmental covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this agreement and agree to subordinate their interest in the property. The following persons have expressly consented and subordinated interests: None.

20. Notice of Change in Ownership. Grantor and holder with sufficient property interest to convey a possessory interest in the property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this agreement into any subsequent instrument which conveys a possessory interest in the property.

ACKNOWLEDGMENTS

GRANTORS

_____ Signed this ____ day of _____, 20__.

Jessica Kinser

City Administrator, City of Marshalltown, Iowa

State of _____)

County of _____) ss.

On this ____ day of _____, 20__, before me personally appeared _____, known to me to be the City Administrator of the City of Marshalltown, Iowa who executed the foregoing instrument, and acknowledge that this person executed the same as her voluntary act and deed.

_____,
Notary Public for State of Iowa

AGENCY:

_____ Signed this ____ day of _____, 20__.

Kayla Lyon

Director, Iowa Department of Natural Resources

State of _____)

County of _____) ss.

On this ____ day of _____, 20__, before me personally appeared _____, known to me to be the Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument, and acknowledge that this person executed the same as her voluntary act and deed.

Notary Public for State of Iowa

**RESOLUTION AWARDING THE CONTRACT FOR THE ASBESTOS ABATEMENT AND
DEMOLITION OF SIX RESIDENTIAL PROPERTIES TO LANSING BROTHERS
CONSTRUCTION COMPANY INC. AT A COST OF \$96,340**

WHEREAS, the City of Marshalltown has acquired six residential properties through various means with the intentions of demolishing the properties through the Dangerous and Dilapidated Building Program; and

WHEREAS, four bids were received in response to the Request for Sealed Bid:

Bidder	Bid Amount
Lansing Brothers Construction	\$ 96,340
D.W. Zinser Co	\$ 117,960
Con-Struct Inc.	\$ 147,850
Schrader Excavating	\$ 234,000

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the low bid from Lansing Brothers Construction Company Inc., is hereby accepted and the Mayor is authorized to execute the attached contract for the work; and

BE IT FURTHER RESOLVED, the cost of the contract shall be paid out of the Dangerous and Dilapidated Building Fund.

Passed this 27th day of April, 2020, and signed this _____ day of April 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

AGREEMENT FOR ASBESTOS ABATEMENT AND DEMOLITION OF PROPERTIES

WHEREAS, the City of Marshalltown, Iowa, 24 N Center Street, Marshalltown, Iowa 50158 (hereinafter the City), has submitted a Request for Sealed Bids for asbestos remediation and removal and demolition for the following described six properties, to wit:

- 1104 East Main Street
- 911 Jackson Street
- 101 East Ferner Street
- 405 East Anson Street
- 710 East State Street
- 402 North 3rd Avenue; and

WHEREAS, Lansing Brothers Construction Co, Inc, 101 First Street East, PO Box 36, Luxemburg, Iowa 52056 (hereinafter Lansing) has submitted a bid for the asbestos remediation and demolition of the above described properties, which bid was the lowest responsible, responsive bid for the requested work, and

WHEREAS, the City and Lansing desire to formalize this bid by contract.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The City hereby accepts the bid of Lansing and awards the project for asbestos remediation and demolition of the six residential properties described above to Lansing.
2. That Lansing shall commence work immediately following the approval of this agreement by the Council and upon receipt by the City of a performance bond for 100 percent of the value of the contract, and shall complete all work by August 31, 2020.
3. That the bid of Lansing for complete asbestos remediation and demolition of the six properties is \$96,340.00.
4. The total agreement shall consist of: 1) The Request for Sealed Bids. 2) The bid sheet of Lansing, and 3) this Agreement.
5. That all work shall be completed by Lansing in accordance with the directions set out in the Request for Bids prepared by the City.
6. That in the event there is any conflict of language between any of these documents, the provisions and requirements set forth in the Request for Bids shall govern.

7. That Lansing agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws and regulations and executive orders to the extent that same may be applicable, and agrees that it shall insert the foregoing provision in any subcontract awarded hereunder.
8. That Lansing shall provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of the Agreement. In addition, the City shall be named an additional insured under the liability coverages below.
 - a. Comprehensive general liability - \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - b. Workers compensation as required by law.
 - c. Auto Liability - \$1,000,000 per occurrence/aggregate.
9. Lansing shall be an independent contractor and this Agreement shall not create the relationship of co-partners or joint ventures with the City. All employees of Lansing or its subcontractors shall remain employees of Lansing or the subcontractors and shall not become employees of the City.
10. Lansing agrees that during the life of this Agreement, Lansing shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion or status with regard to public assistance and shall intend a similar provision in all subcontracts.
11. Safety Requirements. That Lansing shall provide all required notices to the Department of Natural Resources and the City in connection with this demolition. Lansing shall submit a traffic control plan to the City of Marshalltown, Building Inspection Department 10 days before any abatement or demolition activities. Lansing shall provide any traffic control devices necessary for the project. The asbestos removal shall comply with all of the qualifications, safety requirements and requirements for protection of the public, noise pollution, dust control and protection of public utilities and adjacent property as required in the Request for Bids.
12. Payment shall be made to Lansing upon completion of the entire project and acceptance by the City.

Dated this _____ day of _____, 2020.

City of Marshalltown

by _____
Joel T.S. Greer, Mayor

by _____
Shari Coughenour, City Clerk

Lansing Brothers Construction, Inc.

by _____

**RESOLUTION TO EXTEND THE FAÇADE GRANT WORK AT
19-21 S. 2nd AVENUE, 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 Council already approved on May 13, 2019 up to \$10,728 on Resolution 2019-092 for façade work at 19-21 S. 2nd Avenue, which includes exterior painting, lighting, windows, awnings, a front door, etc.

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

WHEREAS, the owner, Barb Hagstrand, is requesting an extension of 4 months to complete the project, due to contractors limited availability during this pandemic period,

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to extend the completion requirements for the facade improvements at 19-21 S. 2nd Avenue until September 13, 2020.

PASSED this 27th day of April, 2020, and signed this __ day of April, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

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

April 22, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Extend Façade Grant completion date for 19-21 S. 2nd Ave

Policy Issue: Grant applicants must complete work within 1 year of approval; otherwise an extension is required.

Recommendation: Staff recommends extending the completion date from May 13, 2020 to September 13, 2020 due to the pandemic.

Background: Council approved a façade grant for the 19-21 S. 2nd Avenue properties on May 13, 2019 (see attachment for the original resolution). Barb Hagstrand, the owner, is requesting an extension to complete the work. The awnings and door still need to be installed. Due to the pandemic, contractors may be delayed in completing the project by May of this year. Therefore, an extension is being requested.

Budget Impact: N/A. The funds of up to \$10,728 were already approved in May 2019. The owner is just asking for an extension of time to complete the project.

Attachment: Signed Resolution 05-13-2019 2019-092 Façade Grant

cc: Jessica Kinser, City Administrator

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR
19-21 S. 2nd AVENUE, 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 Incentive Grant Committee has received an application for 19-21 S. 2nd Ave, which is owned by Barb Hagstrand, for exterior painting, lighting, window, awning, door, etc; 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

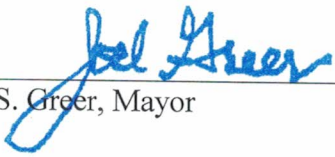
WHEREAS, the owner has provided an estimate of construction costs of \$42,915, so the 25% maximum is \$10,728 would be eligible; and

WHEREAS, the 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 \$10,728 for the reimbursement to Barb Hagstrand for the façade improvement at 19-21 S. 2nd Ave.

PASSED this 13th day of May, 2019, and signed this 14 day of May, 2019.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Shari L. Coughenour, CMC, City Clerk



1500 Highway 52 N
Rochester, MN 55901

phone (507) 288-8155
teamtsp.com

PROBABLE CONSTRUCTION COST DETAIL				DATE:	04/02/20
PROJ:	City of Marshalltown	2,640	sf		
		ESTIMATOR: JWS			
LOC:	Marshalltown, Iowa	PROJECT NO: 01190805			
The amounts stated herein are our best estimate of probable construction costs based on current information. Because costs are influenced by market conditions, changes in project scope, and other factors beyond our control, we cannot guarantee that actual construction costs will equal this estimate.					
DIV.	DESCRIPTION			SUB-TOTALS	
02	EXISTING CONDITIONS			\$	16,462.50
03	CONCRETE			\$	5,057.50
04	MASONRY			\$	3,500.00
05	METALS			\$	1,125.00
06	WOOD, PLASTICS AND COMPOSITES			\$	7,700.00
07	THERMAL AND MOISTURE PROTECTION			\$	79,838.00
08	OPENINGS			\$	14,350.00
09	FINISHES			\$	18,648.00
10	SPECIALTIES			\$	2,090.00
12	FURNISHINGS			\$	2,000.00
13	SPECIAL CONSTRUCTION			\$	-
22	PLUMBING			\$	17,290.00
23	HEATING VENTILATING AND AIR CONDITIONING			\$	25,652.00
26	ELECTRICAL			\$	29,860.00
31	EARTHWORK			\$	-
32	EXTERIOR IMPROVEMENTS			\$	8,980.00
33	UTILITIES			\$	-
Sub-Total Estimated Construction Cost				\$	232,553.00
Estimating/Design Contingency		2.5%		\$	5,813.83
General Conditions		5.0%		\$	11,627.65
Building Permit		0.0%		\$	-
Liability Insurance		1.0%		\$	2,499.94
Builder's Risk Insurance		1.0%		\$	2,524.94
OH&P		10.0%		\$	25,501.94
Payment and Performance Bonds		0.5%		\$	1,402.61
TOTAL ESTIMATED CONSTRUCTION COST				\$	281,923.91
					\$106.79 /sft
Professional Services				\$	31,300.00
AE Fee			\$	29,800.00	
AE Reimbursibles (Plan Publish & Dist.)			\$	1,500.00	
Separate Professional Services				\$	3,500.00
Site Survey			\$	-	
Geotechnical Services			\$	-	
Hazardous Materials - Testing (By Others)			\$	3,500.00	
Site Development - Prior to Construction By Others				\$	2,400.00
Gas Service			\$	1,200.00	
Elec. Service - Alliant Energy Primary			\$	1,200.00	
Telephone / Telecomm			\$	-	
Internet / Glass Fiber			\$	-	
TOTAL ESTIMATED PROJECT COST				\$	319,230.70

DIVISION 00 - BIDDING / NOTICES / REQUIREMENTS

**DOCUMENT 00 11 13
OFFICIAL NOTICE OF HEARING AND LETTING**

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

**ANSON PARK SHELTER RENOVATION
PROJECT NO. PRK20001**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE ANSON PARK SHELTER RENOVATION IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 27 day of April in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. PRK20001 - the ANSON PARK SHELTER RENOVATION is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 21 day of May for the construction of the ANSON PARK SHELTER RENOVATION as described in the plans and specifications for Project No. PRK20001, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on 26 day of May or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for completing the ANSON PARK SHELTER RENOVATION in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK20001 the ANSON PARK SHELTER RENOVATION.

Project Description:

The Project generally consists of new exterior finishes including roofing, siding, doors, and soffits. Renovation of in the interior including new stud framed walls, paint, concrete finishing, casework, and accessories. All mechanical and electrical systems will be replaced/updated including all interior and exterior lighting, power, plumbing fixtures, and HVAC system. Alternates will include window replaces and addition finishes.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of Parks & Recreation, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$25 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

A meeting is scheduled at the Project site for **10:00 A.M. on Tuesday, May 5, 2020.**

Questions, Clarifications & Addenda:

Questions and clarifications shall be directed to the Architect as identified above. Significant questions, clarifications, changes or additional information will be issued by the Architect in the form of Addenda to all plan holders of record and plan centers.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent

DIVISION 00 - BIDDING / NOTICES / REQUIREMENTS

**DOCUMENT 00 11 13
OFFICIAL NOTICE OF HEARING AND LETTING**

of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 28 day of April, 2020.

Owner: City of Marshalltown

By: Shari L. Coughenour, CMC

Title: City Clerk

RESOLUTION ORDERING CONSTRUCTION OF THE ANSON PARK SHELTER
RENOVATION PROJECT PRK20001 SETTING PUBLIC HEARING ON PROPOSED
PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND
DIRECTING PUBLICATION OF NOTICE TO BIDDERS

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the construction of the Anson Park Shelter Renovation Project No. PRK20001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. PRK20001, and

WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing. _____

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

Section 1. This Council does hereby order the construction of the Anson Park Shelter Renovation Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. PRK20001, now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council.

Section 3. ~~The Contractor~~ will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a Anson Park Shelter Renovation Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on May 11th, 2020, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on May 21st, 2020. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on May 26, 2020, or at such later **time and** place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 27th day of April, 2020, and signed this _____ day of April, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

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: Geoff Hubbard, Parks & Recreation Director
Date: April 8, 2020
RE: Order Construction – Anson Park Shelter Renovation

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Anson Park Shelter.

Background: In to 2019, Council approved GO Bond funding for several Parks & Recreation projects including the renovation of the Anson Park Shelter into year round rentable facility. The renovations will include a new roof and façade, heating and cooling, insulation, windows and new restrooms. This renovation will allow the building to be rented year round adding additional revenue and meet a need in the community. The other two buildings we have in Riverview Park get rented every weekend and many renters are turned away because those are the only two indoor places we have for larger gatherings.

Budget Impact: This project will be funded with 2019 GO Bonds.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council

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





Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

April 9, 2020

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch
Civil Engineer II

Re: Order Construction – S. 6th St. and W. Merle Hibbs Culvert Repair, SMW19002.

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the S. 6th St. and W. Merle Hibbs Culvert Repair.

Background: This project was brought to the Public Works Departments attention last summer by our street maintenance department. The east side of the overflow culverts crossing under S. 6th Street has a railing that is severely deteriorated and the embankments around the outlet are severely eroded and very steep. This results in a very unsafe condition for pedestrians and sidewalk snow cleaning crews. The City contracted with Calhoun-Burns and Associates to develop a plan to stabilize the embankments and provide a safety railing along the culvert outlet. This will provide a safe trail along the outlet for pedestrians and allow snow to be removed safely and effectively. The estimated costs for the work are approximately \$80,000. The work will be completed by November 15, 2020.

Budget Impact: This project will be funded with Storm Water Revenues.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Gary Thompson, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

S. 6TH STREET AND W. MERLE HIBBS BOX CULVERT REPAIR

PROJECT NO. SMW19002

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE S. 6TH STREET AND W. MERLE HIBBS BOX CULVERT REPAIR IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 27th day of April 2020 in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under Project No. SMW19002, the S. 6th Street and W. Merle Hibbs Box Culvert Repair is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 19th day of May 2020 for the construction of the S. 6th Street And W. Merle Hibbs Box Culvert Repair as described in the plans and specifications for Project No. SMW19002, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 26th day of May 2020 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the S. 6th Street and W. Merle Hibbs Box Culvert Repair in Marshalltown, Iowa as shown in the plans and specifications for Project No. SMW19002 the S. 6th Street and W. Merle Hibbs Box Culvert Repair.

The estimated quantities of materials and labor to be furnished in the construction of said improvements and on which bids will be received are as follows:

Base Bid -				
REF. NO.	CODE NO.	ITEM	QUANTITY	UNIT
1	2102-2625000	Embankment-In-Place	30	CY
2	2104-2710020	Excavation, Class 10, Channel	65	CY
3	2401-6745635	Removal of Existing Handrail	1	LS
4	2414-6444100	Steel Pipe Pedestrian Hand Railing	65	LF
5	2511-6745900	Removal of Sidewalk	43	SY
6	2511-7526106	Sidewalk, Reinforced P.C. Concrete, 6 In.	60	SY
7	2528-8445110	Traffic Control	1	LS

Base Bid -				
REF. NO.	CODE NO.	ITEM	QUANTITY	UNIT
8	2533-4980005	Mobilization	1	LS
9	2539-6294000	Portland Cement (For Pressure Grouting)	2.0	TON
10	2546-1000100	Gabions Or Mattresses	38	CY

All work is to be done in strict compliance with the Plans and Specifications for said Project No. SMW19002 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$25 per paper set of Bidding Requirements and Contract Documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

A pre-bid conference will not be held for the Project.

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 28th day of April 2019.

Owner: _____ City of Marshalltown

By: _____ Shari L. Coughenour, CMC

Title: _____ City Clerk

CALHOUN-BURNS AND ASSOCIATES

WEST DES MOINES, IOWA

03/31/20

OPINION OF PROBABLE CONSTRUCTION COSTS

CITY OF MARSHALLTOWN

TWIN CMP ARCH CULVERT - REPAIR

PROJECT NO.

TWIN CMP ARCH CULVERT

CB&A NO. 2020105

TOTAL ESTIMATED QUANTITIES						
REF. NO.	CODE NO.	ITEM	UNIT	QUANTITY	PRICE	TOTAL
1	2102-2625000	EMBANKMENT-IN-PLACE	CY	30	\$50.00	\$1,500.00
2	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	65	\$20.00	\$1,300.00
3	2401-6745635	REMOVAL OF EXISTING HANDRAIL	LS	1	\$3,000.00	\$3,000.00
4	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAILING	LF	65	\$200.00	\$13,000.00
5	2511-6745900	REMOVAL OF SIDEWALK	SY	43	\$15.00	\$645.00
6	2511-7526106	SIDEWALK, REINFORCED P.C. CONCRETE, 6 IN.	SY	60	\$120.00	\$7,200.00
7	2528-8445110	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00
8	2533-4980005	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
9	2539-6294000	PORTLAND CEMENT (FOR PRESSURE GROUTING)	TON	2	\$800.00	\$1,600.00
10	2546-1000100	GABIONS OR MATTRESSES	CY	38	\$700.00	\$26,600.00
					TOTAL	\$79,845.00

ENGINEER'S OPINIONS OF PROBABLE CONSTRUCTION COST ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT ENGINEER'S BEST JUDGMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL GENERALLY FAMILIAR WITH THE CONSTRUCTION INDUSTRY. HOWEVER, SINCE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR SERVICES FURNISHED BY OTHERS, OR OVER CONTRACTORS' METHODS OF DETERMINING PRICES, OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COST WILL NOT VARY FROM OPINIONS OF PROBABLE CONSTRUCTION COST PREPARED BY ENGINEER.

RESOLUTION ORDERING CONSTRUCTION OF THE S.6th ST & W. MERLE HIBBS
PROJECT SMW19002 SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the construction of the S. 6th St. & W. Merle Hibbs Project No. SMW19002, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. SMW19002 , and

~~WHEREAS the cost of the said improvement is in excess of \$25,000 and a public hearing on the plans, specifications, form of contract and the estimated cost of said improvement is required by law and that notice thereof shall be given as required by law, and~~

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing. _____

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

Section 1. This Council does hereby order the construction of the S.6th St. & W. Merle Hibbs Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. SMW19002, now on file in the office of the City Clerk of Marshalltown, Iowa.

Section 2. That the method of construction shall be by contract in accordance with the plans and specifications and general stipulations for the said improvement approved by the City Council. _____

Section 3. The Contractor will be paid in monthly estimates for work completed as set out in the specifications. The project shall begin on or near the appropriate starting date as specified on the form of proposal and shall be completed within the specified number of calendar days also indicated thereon.

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a S. 6th St. & Merle Hibbs Project fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on May 11th, 2020, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on May 19th, 2020. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on May 26, 2020, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.



Passed this 27th day of April, 2020, and signed this _____ day of April, 2020,.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION TO APPROVE FEDERAL CARES ACT GRANT AGREEMENT #2020-010-00-FY20 FOR OPERATIONAL EXPENSES FOR THE MARSHALLTOWN TRANSIT FACILITY

WHEREAS, there is herewith submitted to this Council a grant offer for Federal Cares Act Grant Assistance for Operational Expenses for the Marshalltown Transit Facility, and

WHEREAS, the Council has examined said offer and approves of same.

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

Section 1. That the Mayor is hereby authorized and directed to execute the Cares Act Grant Agreement #2020-010-00-FY20 for Operational Expenses for the Marshalltown Transit Facility and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this _____ day of _____, 2020, and signed this _____ day of _____, 2020.

Joel Greer, Mayor

ATTEST:

SHARI L. COUGHENOUR, City Clerk

TRANSIT JOINT PARTICIPATION AGREEMENT
TO IMPLEMENT A FEDERAL TRANSIT ADMINISTRATION (FTA)
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT
[CFDA 20.509]

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) has, in accordance with Chapter 324A of the Code of Iowa, secured a grant under 5311 from the Federal Transit Administration on behalf of Iowa public transit systems, and

WHEREAS, the **City of Marshalltown (Marshalltown Municipal Transit)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, Grant IA-2020-010-00 (executed by FTA on 4/21/2020) includes the project detailed below, programmed for the AGENCY:

Description of Project Element	FTA Code	Federal Funds Ceiling	% Federal Participation
1. Emergency Relief – Operating Assistance As related to a coronavirus public health emergency (as described in Section 319 of the Public Health Service Act)	30.09.08	\$ 668,362	100%
Total Federal Ceiling:		\$ 668,362	

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to all terms, conditions and obligations connected with the federal grant, and also subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (found at <https://iowadot.gov/transit/Funding-programs-and-applications/joint-participation-agreement-attachments>).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall reimburse the AGENCY for eligible costs of implementing each element of said project at the participation rate(s) and subject to the funding ceiling(s) delineated above.

THIS AGREEMENT TO BE IN EFFECT from **1/20/2020**, through **6/30/2023 (to be extended as necessary)**. [Any project element not obligated twelve months prior to the original expiration date of this AGREEMENT will be forfeited, unless prior written approval of other arrangement(s) is received from the DEPARTMENT.]

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

For the DEPARTMENT:

Joel Greer, Mayor
City of Marshalltown



Stuart Anderson, Director
Planning, Programming, and Modal Division
Iowa Department of Transportation

RESOLUTION TO APPROVE FEDERAL CARES ACT GRANT AGREEMENT #4040-0004 FOR OPERATIONAL EXPENSES FOR THE MARSHALLTOWN MUNICIPAL AIRPORT

WHEREAS, there is herewith submitted to this Council a grant offer for Federal Cares Act Grant Assistance for Operational Expenses for the Marshalltown Municipal Airport, and

WHEREAS, the Council has examined said offer and approves of same.

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

Section 1. That the Mayor is hereby authorized and directed to execute the Cares Act Grant Agreement #4040-0004 for Operational Expenses for the Marshalltown Municipal Airport and to submit same for and on behalf of the City of Marshalltown, Iowa.

Passed this _____ day of _____, 2020, and signed this _____ day of _____, 2020.

Joel Greer, Mayor

ATTEST:

SHARI L. COUGHENOUR, City Clerk

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

*2. Type of Application

☒ New

☐ Continuation

☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

NA

4. Applicant Identifier:

MIW (Marshalltown Municipal) Marshalltown, IA

*5b. Federal Entity Identifier:

190058

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Marshalltown

*b. Employer/Taxpayer Identification Number (EIN/TIN):

42-6004934

*c. Organizational DUNS:

07-585-2293

d. Address:

*Street 1: 24 North Center Street P.O. Box 757

Street 2:

*City: Marshalltown

County:

*State: IA

Province:

*Country: USA: United States

*Zip / Postal Code 50158

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Justin

Middle Name:

*Last Name: Nickel

Suffix:

Title: Public Works Director

Organizational Affiliation:

*Telephone Number: (641) 754-5734

Fax Number:

*Email: jnickel@marshalltown-ia.gov

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Any purpose for which airport funds may be lawfully used, as found in the Office of Airports Revenue Use Policy, except airport development or land acquisition.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 1

*b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	\$30,000.
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$30,000.

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. _____ *First Name: Justin _____

Middle Name: _____

*Last Name: Nickel _____

Suffix: _____

*Title: Public Works Director

*Telephone Number: (641) 754-5734

Fax Number:

* Email: jnickel@marshalltown-ia.gov

*Signature of Authorized Representative:

*Date Signed:

Applicant License Application ()

Name of Applicant: <u>DOLGENCORP, LLC</u>		
Name of Business (DBA): <u>Dollar General Store #21858</u>		
Address of Premises: <u>104 W State Street</u>		
City <u>Marshalltown</u>	County: <u>Marshall</u>	Zip: <u>50158</u>
Business <u>(615) 855-4000</u>		
Mailing <u>100 Mission Ridge</u>		
City <u>Goodlettsville</u>	State <u>TN</u>	Zip: <u>37072</u>

Contact Person

Name <u>Valerie James</u>	
Phone: <u>(615) 855-4000</u>	Email <u>Tax-beerandwinelicense@dollargeneral.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 03/18/2020

Expiration Date: 01/01/1900

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Dollar General Corporation

First Name: <u>Dollar</u>	Last Name: <u>General Corporation</u>	
City: <u>Goodlettsville</u>	State: <u>Tennessee</u>	Zip: <u>37072</u>
Position: <u>N/A</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Lawrence Gatta

First Name: <u>Lawrence</u>	Last Name: <u>Gatta</u>	
City: <u>Brentwood</u>	State: <u>Tennessee</u>	Zip: <u>37027</u>
Position: <u>Non Member Manager</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Jason Reiser

First Name: <u>Jason</u>	Last Name: <u>Reiser</u>	
City: <u>Nashville</u>	State: <u>Tennessee</u>	Zip: <u>37212</u>

Position: Non Member Manager

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR THE CONCRETE REPAIR PHASE III PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA BEING PROJECT NO. WPC19001
IN THE AMOUNT OF \$311,737.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Project, being Project No. WPC19001 in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Woodford Construction. Ames, IA	\$311,737.00
Hay Construction Services, Inc. Marshalltown, IA	\$327,154.00
Minturn, Inc, Brooklyn, IA	\$488,500.00

After consideration of all bids filed, there was determined by the Council that the bid of Woodford Construction of Ames, Iowa, is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Woodford Construction of Ames, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Three Hundred Eleven Thousand Seven Hundred Thirty-Seven and .00/100 (\$311,737.00) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 27th day of April, 2020, and signed this _____ day of April, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

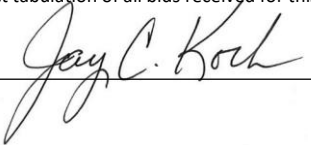
ATTEST:

Shari L. Coughenour, CMC, City Clerk

BID TABULATION
WPC19001 - PHASE III CONCRETE RENOVATIONS
BID OPENING: APRIL 15, 2020, 10:00 AM

				Engineer's Estimate HR Green		Woodruff Construction, LLC Ames, IA 10% Bid Bond		Hay Constr. Services, Inc Marshalltown, IA 10% Bid Bond		Minturn, Inc. Brooklyn, IA 10% Bid Bond	
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Complete Project Except Items Listed in Items 2-13	1	LS	\$193,226.00	\$193,226.00	\$42,657.53	\$42,657.53	\$123,176.00	\$123,176.00	\$213,000.00	\$213,000.00
2	Spalled Concrete Repair	1,000	SqFt	\$28.60	\$28,600.00	\$134.74	\$134,740.00	\$85.10	\$85,100.00	\$133.00	\$133,000.00
3	Crack Repair	600	Ft	\$16.50	\$9,900.00	\$113.78	\$68,268.00	\$31.30	\$18,780.00	\$70.00	\$42,000.00
4	Construction Joint Repair	200	Ft	\$11.00	\$2,200.00	\$29.38	\$5,876.00	\$12.70	\$2,540.00	\$70.00	\$14,000.00
5	Expansion Joint Repair	400	Ft	\$11.00	\$4,400.00	\$19.30	\$7,720.00	\$16.40	\$6,560.00	\$60.00	\$24,000.00
6	Watertight Joint Repair	150	Ft	\$44.00	\$6,600.00	\$74.43	\$11,164.50	\$46.10	\$6,915.00	\$70.00	\$10,500.00
7	Wall and Elevated Slab Repair	7	CuYd	\$3,300.00	\$23,100.00	\$3,600.71	\$25,204.97	\$6,994.00	\$48,958.00	\$3,500.00	\$24,500.00
8	Slab on Grade Repair	4	CuYd	\$715.00	\$2,860.00	\$1,116.25	\$4,465.00	\$5,655.00	\$22,620.00	\$675.00	\$2,700.00
9	Concrete Surface Replacement	50	SqFt	\$26.40	\$1,320.00	\$92.92	\$4,646.00	\$108.00	\$5,400.00	\$225.00	\$11,250.00
10	Concrete General Repair	20	SqFt	\$22.00	\$440.00	\$163.20	\$3,264.00	\$52.00	\$1,040.00	\$15.00	\$300.00
11	Iron Metal Surface Repair	100	SqFt	\$16.50	\$1,650.00	\$16.10	\$1,610.00	\$24.00	\$2,400.00	\$60.00	\$6,000.00
12	Aluminum Railing Reinstallation and Repair	20	Ft	\$13.20	\$264.00	\$23.15	\$463.00	\$146.00	\$2,920.00	\$300.00	\$6,000.00
13	Below Water Level Tank Surface Repair	5	SqFt	\$88.00	\$440.00	\$331.60	\$1,658.00	\$149.00	\$745.00	\$250.00	\$1,250.00
	Total of All Unit Price Bid Items				\$275,000.00		\$311,737.00		\$327,154.00		\$488,500.00

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.



DATE: 4/15/2020

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT
FOR THE SOUTH 7TH AVENUE EXTENSION TO EAST SOUTHRIDGE ROAD PROJECT
IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. ECO18001
IN THE AMOUNT OF \$163,449.50

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the South 7th Avenue Extension Project, being Project No. ECO18001 in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Con-Struct, Inc. Marshalltown, IA	\$163,449.50
Brycon, LLC, Marshalltown, IA	\$185,137.40
Boulder Contracting, Grundy Center, IA	\$187,183.25
Minturn, Inc, Brooklyn, IA	\$197,645.40

After consideration of all bids filed, there was determined by the Council that the bid of Con-Struct, Inc. of Marshalltown, Iowa, is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Con-Struct of Marshalltown, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount One Hundred Sixty-Three Thousand Four Hundred Forty -Nine and .50/100 (\$163,449.50) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are

provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 27th day of April, 2020, and signed this _____day of April, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

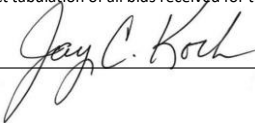
ATTEST:

Shari L. Coughenour, CMC, City Clerk

BID TABULATION
WPC19001 - PHASE III CONCRETE RENOVATIONS
BID OPENING: APRIL 15, 2020, 10:00 AM

				Engineer's Estimate Clapsaddle-Garber Assoc., Inc		ConStruct, Inc. Marshalltown, IA 10% Bid Bond		Brycon, LLC Marshalltown, IA 10% Bid Bond		Boulder Contracting, LLC Grundy Center, IA 10% Bid Bond		Minturn, Inc. Brooklyn, IA 10% Bid Bond	
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
2.01	EXCAVATION, CLASS 13	245	CY	\$20.00	\$4,900.00	\$10.00	\$2,450.00	\$13.00	\$3,185.00	\$11.50	\$2,817.50	\$25.00	\$6,125.00
2.02	TOPSOIL (STRIP, SALVAGE, & RESPREAD), 8"	305	CY	\$8.00	\$2,440.00	\$18.00	\$5,490.00	\$7.00	\$2,135.00	\$8.25	\$2,516.25	\$20.00	\$6,100.00
2.03	SUBGRADE PREPARATION, 6"	170	SY	\$3.00	\$510.00	\$2.00	\$340.00	\$4.00	\$680.00	\$4.25	\$722.50	\$6.00	\$1,020.00
2.04	SUBGRADE PREPARATION, 12"	646	SY	\$4.00	\$2,584.00	\$3.00	\$1,938.00	\$2.20	\$1,421.20	\$3.25	\$2,099.50	\$4.40	\$2,842.40
2.05	GRANULAR SUBBASE, 4"	170	SY	\$7.00	\$1,190.00	\$5.00	\$850.00	\$9.00	\$1,530.00	\$7.00	\$1,190.00	\$17.00	\$2,890.00
2.06	GRANULAR SUBBASE, 12"	646	SY	\$14.00	\$9,044.00	\$12.00	\$7,752.00	\$14.00	\$9,044.00	\$16.50	\$10,659.00	\$30.00	\$19,380.00
2.07	SUBGRADE TREATMENT, TRI-AX GEOGRID	646	SY	\$4.00	\$2,584.00	\$4.00	\$2,584.00	\$1.70	\$1,098.20	\$3.50	\$2,261.00	\$3.00	\$1,938.00
4.01	STORM SEWER, TRENCHED, RCP, 15"	53	LF	\$65.00	\$3,445.00	\$70.00	\$3,710.00	\$125.00	\$6,625.00	\$56.00	\$2,968.00	\$80.00	\$4,240.00
4.02	STORM SEWER, TRENCHED, RCP, 24"	115	LF	\$85.00	\$9,775.00	\$100.00	\$11,500.00	\$140.00	\$16,100.00	\$77.00	\$8,855.00	\$95.00	\$10,925.00
4.03	STORM SEWER, TRENCHED, RCP, 30"	205	LF	\$90.00	\$18,450.00	\$125.00	\$25,625.00	\$160.00	\$32,800.00	\$90.00	\$18,450.00	\$100.00	\$20,500.00
4.04	SUBDRAIN, TYPE 1 PE, 6"	256	LF	\$10.00	\$2,560.00	\$18.00	\$4,608.00	\$18.00	\$4,608.00	\$16.50	\$4,224.00	\$20.00	\$5,120.00
4.05	SUBDRAIN OUTLETS AND CONNECTIONS, PVC OUTLET INTO STRUCTURE, 6"	2	EA	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$500.00	\$1,000.00	\$205.00	\$410.00	\$200.00	\$400.00
4.06	SUBDRAIN CLEANOUT, TYPE A-2, 6"	2	EA	\$400.00	\$800.00	\$800.00	\$1,600.00	\$430.00	\$860.00	\$395.00	\$790.00	\$300.00	\$600.00
4.07	REMOVAL OF STORM SEWER, RCP, 15"	38	LF	\$30.00	\$1,140.00	\$20.00	\$760.00	\$26.00	\$988.00	\$29.00	\$1,102.00	\$10.00	\$380.00
6.01	MANHOLE, TYPE SW-401, 60"	1	EA	\$6,500.00	\$6,500.00	\$5,500.00	\$5,500.00	\$6,300.00	\$6,300.00	\$5,600.00	\$5,600.00	\$3,800.00	\$3,800.00
6.02	INTAKE, TYPE SW-509	2	EA	\$7,500.00	\$15,000.00	\$7,000.00	\$14,000.00	\$5,800.00	\$11,600.00	\$5,700.00	\$11,400.00	\$4,500.00	\$9,000.00
6.03	INTAKE, TYPE SW-513, 48"	1	EA	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$6,100.00	\$6,100.00	\$4,600.00	\$4,600.00
6.04	CONNECTION TO EXISTING MANHOLE	1	EA	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$1,500.00	\$1,500.00
7.01	PAVEMENT REMOVAL	56	SY	\$10.00	\$560.00	\$20.00	\$1,120.00	\$50.00	\$2,800.00	\$21.00	\$1,176.00	\$40.00	\$2,240.00
7.02	PAVEMENT, PCC, 8"	573	SY	\$65.00	\$37,245.00	\$65.00	\$37,245.00	\$68.50	\$39,250.50	\$92.00	\$52,716.00	\$85.00	\$48,705.00
7.03	SIDEWALK, PCC, 6"	170	SY	\$55.00	\$9,350.00	\$60.00	\$10,200.00	\$65.00	\$11,050.00	\$79.00	\$13,430.00	\$84.00	\$14,280.00
7.04	DETECTABLE WARNING	20	SF	\$40.00	\$800.00	\$45.00	\$900.00	\$30.00	\$600.00	\$35.00	\$700.00	\$30.00	\$600.00
8.01	TEMPORARY TRAFFIC CONTROL	1	LS	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
9.01	HYDRAULIC SEEDING: SEEDING, FERTILIZING, & MULCHING	0.3	AC	\$6,000.00	\$1,800.00	\$8,000.00	\$2,400.00	\$10,000.00	\$3,000.00	\$5,100.00	\$1,530.00	\$8,000.00	\$2,400.00
9.02	WATTLES, 9" STRAW: INSTALLATION, MAINTENANCE, AND REMOVAL	265	LF	\$4.00	\$1,060.00	\$5.50	\$1,457.50	\$2.50	\$662.50	\$2.50	\$662.50	\$4.00	\$1,060.00
9.03	INLET PROTECTION DEVICE, 8" FILTER SOCK: INSTALLATION, MAINTENANCE, AND REMOVAL	2	EA	\$650.00	\$1,300.00	\$110.00	\$220.00	\$150.00	\$300.00	\$102.00	\$204.00	\$250.00	\$500.00
11.01	MOBILIZATION	1	LS	\$12,463.00	\$12,463.00	\$8,000.00	\$8,000.00	\$17,000.00	\$17,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00
Total of All Unit Price Bid Items				\$159,000.00		\$163,449.50		\$185,137.40		\$187,183.25		\$197,645.40	

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.



DATE: 4/21/2020

NOTICE OF AWARD

Date of Issuance: April 28, 2020
Owner: City of Marshalltown Owner's Project No.: ECO18001
Engineer: Clapsaddle-Garber Associates, Inc. Engineer's Project No.: 5761
Project: S 7th Avenue Extension (To E Southridge Road)
Contract Name: S 7th Avenue Extension, ECO-18001
Bidder: ConStruct, Inc.
Bidder's Address: 1710 E. Main Street, Marshalltown, IA 50158

You are notified that Owner has accepted your Bid dated **April 21, 2020** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

S 7TH Avenue Extension, ECO-18001

The Contract Price of the awarded Contract is **\$163,449.50**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, and Unit Price Work, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) **three (3) copies** of the Contract security ((performance bond, payment bond and warranty bond) and insurance documentation, as specified in the Instructions to Bidders, General Conditions, Articles 2 and 6 and Supplementary Conditions Article 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Marshalltown, Iowa
By (signature): _____
Name (printed): Joel Greer
Title: Mayor
Copy: Engineer

2020-

RESOLUTION 2020-___ APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE CONSTRUCTION OF THE HANGAR BUILDING, TERMINAL
BUILDING AND SITE IMPROVEMENTS PROJECT

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Construction of the Hangar Building, Terminal Building and Site Improvements Project, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for the Construction of the Hangar Building, Terminal Building and Site Improvements Project in the city of Marshalltown, Iowa.

Passed this 27th day of April, 2020, and signed this ___ day of April, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

2020-

RESOLUTION 2020-__ APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE VAULT IMPROVEMENTS AT THE MARSHALLTOWN
MUNICIPAL AIRPORT PROJECT

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Vault Improvements at the Marshalltown Municipal Airport Project, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for the Vault Improvements at the Marshalltown Municipal Airport, in the city of Marshalltown, Iowa.

Passed this 27th day of April, 2020, and signed this __ day of April, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

2020-

RESOLUTION 2020-____ APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2020 STREET MAINTENANCE, PROJECT NO. STR20001

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2020 Street Maintenance , Project No. STR20001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No STR20001, being the 2020 Street Maintenance Project in the city of Marshalltown, Iowa.

Passed this 27th day of April, 2020, and signed this ____ day of April, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

RESOLUTION 2020-____ APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE RETAINING WALL AT RIVERVIEW PARK STORMWATER PUMP
STATION , PROJECT NO. SMW20001

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Retaining Wall at Riverview Park Stormwater Pump Station, Project No. SMW20001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No SMW20001, being the Retaining Wall at the Riverview Park Stormwater Pump Station in the city of Marshalltown, Iowa.

Passed this 27th day of April, 2020, and signed this ____ day of April, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

2020-

RESOLUTION 2020-___ APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE FEMA STREETS PROJECT , PROJECT NO. FEMA18004

WHEREAS there as placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the FEMA Streets Project , Project No.FEMA18004, asfully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No FEMA18004, being the FEMA Street Project in the city of Marshalltown, Iowa.

Passed this 27th day of April, 2020, and signed this ___ day of April, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

2020-

RESOLUTION 2020-___ APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE TIMBER CREEK PEDESTRIAN BRIDGE, PROJECT NO. PRK18001

WHEREAS there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Timber Creek Pedestrian Bridge, Project No. PRK18001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No PRK180001, being the Timber Creek Pedestrian Bridge Project in the city of Marshalltown, Iowa.

Passed this 27th day of April, 2020, and signed this ___ day of April, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

AN ORDINANCE RELATING TO THE ANNUAL COMPENSATION OF THE MAYOR AND CITY COUNCIL

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

Section 1. “**Section 31.001 Compensation**” of the Code of Ordinances, City of Marshalltown, Iowa is hereby amended by striking subsection “(A)” and inserting in lieu thereof the following:

“(A) *Elected officers.* The annual compensation of elected officers of the city, as set forth in this section, shall be as follows and paid bi-weekly:

1. The mayor, \$11,000.00
2. Each councilmember, \$5,500.00”

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

Section 3. This ordinance shall be in full force and effect on January 1, 2022.

Passed this ____ day of _____, 2020, and signed this ____ day of _____, 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor
Attest:

Shari L. Coughenour, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2020, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2020.

Shari L. Coughenour, CMC, City Clerk

4.23.2020

Tony Krsnich
Flint Hills Holdings Group, LLC
7301 Mission Rd., Suite 326
Prairie Village, KS 66208



Re: Marshalltown Lofts

To Whom It May Concern:

I am writing to the City Council of Marshalltown, IA to request an adjustment to the TIF agreement approved for Marshalltown Lofts.

The request is the result of underwriting standards set forth by our tax credit investors on the project. Due to the high vacancy rates in Marshalltown and the unknowns of the Corona virus pandemic in regards to achievable rents, it is imperative the TIF reimbursement covers the entire FIFTEEN YEAR compliance period for this mixed-income project.

While this was the goal and what was approved previously by the City Council, we now know the State of Iowa will be taxing this project as a Commercial Asset and not a Multifamily Asset. This results in a higher tax rate which would make the project infeasible as it would not meet it's debt covenants in the later part of the FIFTEEN YEAR compliance period.

Further, the Iowa Finance Authority, the tax credit investors, and the lenders all require a 3% annual escalator on all Operating Expenses. While this is an extremely conservative approach, it is industry standard.

Therefore, we ask the City Council adjusts the FIFTEEN YEAR 100% TIF from "up to \$400,000" to "up to \$575,000." While this change will not have any additional financial impact on the City, it is necessary to suffice all parties underwriting of the Operating Expenses.

While we all believe the FIFTEEN YEAR TIF be substantially less than the requested amount, we do not believe we can achieve underwriting approval without it. Please keep in mind, the TIF this project receives is a portion of the property taxes it will pay in as the existing taxes will be frozen.

Thank you for your continued support for this amazing project during these unprecedented times.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Krsnich". The signature is fluid and cursive, with the first name "Tony" and last name "Krsnich" clearly distinguishable.

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: April 23, 2020
RE: TIF Request- Flint Hills/Marshalltown Lofts

On March 23rd, the City Council approved the development agreement with Flint Hills Holdings for a 100% rebate of incremental taxes for 15 years, not-to-exceed \$400,000. As they have progressed further in their calculations, they realized the \$400,000 was likely to be paid out before the end of the 15 year period. This, along with some other issues, is resulting in questions from their lender and a reduced debt for the project.

Tony Krsnich of Flint Hills Holdings is requesting the City increase the not-to-exceed figure to \$575,000. I'm attaching the calculations I have performed to show what would happen with a 3% annual increase in assessed value, which is not likely to occur.

The Council needs to decide if you want to proceed with increasing the dollar amount of the development agreement, which would require a process of holding a public hearing on the amendment.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Bill Martin, Gary Thompson, Bethany Wirin

Marshalltown



DRAFT
Cohen-Esrey
Projected 90% TIF Rebate over 10 Years

ASSUMPTIONS	
Assessed Value	966,000
Taxable Value	MULTI RES
Frozen Base Value	124,377
Incremental Value	See Below
Valuation Date	1/1/2020
Total Tax Rate	42
TIF Tax Rate	36.5

	Frozen	1/1/2019	1/1/2020
12 E State	18,600	40,450	40,450
20 E State	41,600	54,500	24,300
26 E State	16,677	31,910	31,910
28 E State	17,600	21,000	21,000
104 N 1st Ave	29,900	2,520	2,520
	124,377	150,380	120,180

Assess Yr	FY	Rollback	Year	Total TV	Increment TV	Total tax	100% Rebate	Tax to be paid
2022	2024	90.00%	1	869,400	757,461	36,514.80	\$ 27,647	8,867
2023	2025	90.00%	2	895,482	780,185	37,610.24	\$ 28,477	9,134
2024	2026	90.00%	3	922,346	803,590	38,738.55	\$ 29,331	9,408
2025	2027	90.00%	4	950,017	827,698	39,900.71	\$ 30,211	9,690
2026	2028	90.00%	5	978,517	852,529	41,097.73	\$ 31,117	9,980
2027	2029	90.00%	6	1,007,873	878,105	42,330.66	\$ 32,051	10,280
2028	2030	90.00%	7	1,038,109	904,448	43,600.58	\$ 33,012	10,588
2029	2031	90.00%	8	1,069,252	931,581	44,908.60	\$ 34,003	10,906
2030	2032	90.00%	9	1,101,330	959,529	46,255.86	\$ 35,023	11,233
2031	2033	90.00%	10	1,134,370	988,314	47,643.53	\$ 36,073	11,570
2032	2034	90.00%	11	1,168,401	1,017,964	49,072.84	\$ 37,156	11,917
2033	2035	90.00%	12	1,203,453	1,048,503	50,545.02	\$ 38,270	12,275
2034	2036	90.00%	13	1,239,557	1,079,958	52,061.37	\$ 39,418	12,643
2035	2037	90.00%	14	1,276,743	1,112,357	53,623.21	\$ 40,601	13,022
2036	2038	90.00%	15	1,315,046	1,145,727	55,231.91	\$ 41,819	13,413
						\$ 679,136	\$ 514,210	\$ 164,926