

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
NOVEMBER 23, 2020, 5:30 PM

GoTo Meeting - City Council Meeting **Mon, Nov 23, 2020 5:30 PM - 7:30 PM (CST)**

Please join my meeting from your computer, tablet or smartphone. <https://global.gotomeeting.com/join/207045861>

You can also dial in using your phone. **United States (Toll Free): 1 877 309 2073 / Access Code: 207-045-861**

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

1. Years Of Service - November

Brenda Welton - 30 years
Jim Trowbridge - 20 years
Dave Daters - 10 years
Ted Smith - 10 years
Curtis Raue - 10 years
Josh Warnell - 10 years
Rick Weitzell - 10 years
Esmeralda Armas - 5 years
Diana Steiner - 5 years

F. CONSENT AGENDA

1. APPROVE MINUTES NOVEMBER 9, 2020 AND BILL LIST
\$1,966,949.73

Documents:

[2020-11-09 Council Minutes.pdf](#)
[11-23-2020_BILL LIST Summary.pdf](#)
[11-23-2020_BILL LIST Detail.pdf](#)

2. APPOINT ANDREW POOL TO THE PARK & RECREATION
ADVISORY COMMITTEE
3. APPOINT ANDERS CARLSON TO THE LIBRARY BOARD
4. APPROVE LIQUOR LICENSE CHANGE OF OWNERSHIP-EL
PORTAL, 1716 S CENTER ST
Change of ownership to Alfonso Medina
5. APPROVE LIQUOR LICENSE RENEWAL - B.P.O.E. Lodge #312,
101 W Church St
6. APPROVE MONTHLY FINANCIAL STATEMENTS FOR JULY 2020

Documents:

[July 2020 Financials Memo.pdf](#)
[July 2020 Financial Statements.pdf](#)

7. RESOLUTION 2020-314 APPROVING EMPLOYMENT CONTRACT
AMENDMENTS FOR CITY ADMINISTRATOR JESSICA KINSER

Documents:

[11-23-2020_2020-314_Res for Kinser Contract](#)
[Adjustment.pdf](#)

8. RESOLUTION 2020-315 APPROVING SALARY ADJUSTMENT
FOR CITY ADMINISTRATOR JESSICA KINSER

Documents:

[11-23-2020_2020-315_Res for Kinser Salary](#)
[Adjustment.pdf](#)

9. RESOLUTION 2020-316 TO APPROVE THE FAÇADE GRANT
APPLICATION FOR MARLA'S HEADLINER ON MAIN AT 118
WEST MAIN STREET, MARSHALLTOWN, IOWA

Documents:

[11-23-2020_2020-316_Resolution to Approve Facade](#)
[Application for 118 W Main St.pdf](#)
[Marlas Mtown Council Facade Request.pdf](#)
[FacadeGrantsListing Updated Nov 23 2020.pdf](#)

10. RESOLUTION 2020-317 TO APPROVE THE CODE BUILDING

UPGRADE GRANT APPLICATION FOR DEIM HOLDINGS LLC AT
210 EAST MAIN STREET, MARSHALLTOWN, IOWA

Documents:

[11-23-2020_2020-317_Resolution to Approve Code
Upgrade Grant at 210 E Main St.pdf](#)
[Deim Holdings Mtown City Code Request.pdf](#)

11. RESOLUTION 2020-318 AUTHORIZING INTERNAL DEBT
REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR
URBAN RENEWAL AREA NO.2

Documents:

[RESOLUTION AUTHORIZING INTERNAL DEBT
REIMBURSEMENT TO TAX INCREMENT rEVENUE FUND
FOR URBAN RENEWAL AREA NO. 2.pdf](#)
[11-23-2020_2020-318_UR Area No. 2 Supporting
Documents.pdf](#)

12. RESOLUTION 2020-319 AUTHORIZING INTERNAL DEBT
REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR
URBAN RENEWAL AREA NO.3

Documents:

[RESOLUTION AUTHORIZING INTERNAL DEBT
REIMBURSEMENT TO TAX INCREMENT REVENUE
FUND FOR URBAN RENEWAL AREA NO. 3.pdf](#)
[11-23-2020_2020-319_UR Area No. 3 Supporting
Documents.pdf](#)

13. RESOLUTION 2020-320 AUTHORIZING INTERNAL DEBT
REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR
URBAN RENEWAL AREA NO.4

Documents:

[RESOLUTION AUTHORIZING INTERNAL DEBT
REIMBURSEMENT TO TAX INCREMENT REVENUE
FUND FOR URBAN RENEWAL AREA NO. 4 Uptown.pdf](#)
[11-23-2020_2020-320_UR Area No. 4 Supporting
Documents.pdf](#)

14. RESOLUTION 2020-321 APPROVING THE FY20 ANNUAL URBAN
RENEWAL REPORT FOR THE CITY OF MARSHALLTOWN

Documents:

[11-23-2020_2020-321_Resolution Annual Urban Renewal
Report FY20.pdf](#)
[Annual Urban Renewal Report for FY2020 memo.pdf](#)
[Annual Urban Renewal Report for FY2020.docx.pdf](#)

15. RESOLUTION 2020-322 APPROVING THE FY20 ANNUAL CITY FINANCIAL REPORT FOR THE CITY OF MARSHALLTOWN

Documents:

[11-23-2020_2020-322_Resolution Approving Annual Financial Report for FY2020.pdf](#)
[Annual Financial Report for FY2020 memo.pdf](#)
[FY20 AFR includes MWW.pdf](#)

16. RESOLUTION 2020-323 APPROVING FACADE IMPROVEMENTS AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT

Documents:

[11-23-2020_2020-323_Resolution Apprv FY2020-21 Facade Agmt.pdf](#)
[11-23-2020_2020-323_MCBD Agmt Facade FY20-21.pdf](#)

17. RESOLUTION 2020-324 APPROVING OPERATIONS AGREEMENT WITH THE MARSHALLTOWN CENTRAL BUSINESS DISTRICT

Documents:

[11-23-2020_2020-324_Resolution Apprv FY2020-21 MCB Operations Agmt.pdf](#)
[11-23-2020_2020-324_MCBD Agmt Operations FY20-21.pdf](#)

18. RESOLUTION 2020-325 APPROVING FY22 TIF CERTIFICATIONS FOR THE CITY OF MARSHALLTOWN

Documents:

[11-23-2020_2020-325_Resolution Certification of TIF Indebtedness and Certification.pdf](#)
[TIF Loans and Certifications for FY22 to County Auditor Memo.pdf](#)
[TIF Cert UR Area 2.pdf](#)
[TIF Cert UR Area 3.pdf](#)
[TIF Cert UR Area 4.pdf](#)
[TIF cert UR Area 5.pdf](#)

19. RESOLUTION 2020-326 TO APPROVE THE FEDERAL RECREATIONAL TRAIL APPLICATION FOR THE IOWA RIVER'S EDGE TRAIL

Documents:

[marshalltown federal rec trail resolution 10012020.pdf](#)

20. RESOLUTION 2020-327 APPROVING CONTRACT CHANGE

ORDERS 55, 57, 58 FOR THE VETERANS MEMORIAL
COLISEUM RENOVATION PROJECT

Documents:

[11-23-2020_2020-327_Resolution Approving Contract
Change Orders 55, 57, 58 VMC.pdf](#)
[11-23-2020_2020- Memo on Coliseum Change Order 55,
57, 58.pdf](#)
[Garling COR 0055 SS Coiling Shutter.pdf](#)
[Garling COR 0057 Sidewalk and Parking Lot Concrete
Changes.pdf](#)
[Garling COR 058 - Shuffleboard Game Lines.pdf](#)

G. RESOLUTIONS

1. RESOLUTION 2020-328 APPROVING AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH STANLEY CONSULTANTS
FOR THE CENTER STREET BRIDGE PROJECT, IN THE CITY OF
MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$121,400.00

Documents:

[11-23-2020_2020-328_Resolution Professional Services
Agreement Center St Viaduct.pdf](#)
[Center Street Bridge Agreement between Owner and
Engineer for Professional Services \(1\).pdf](#)

2. RESOLUTION 2020-329 APPROVING AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH FOX ENGINEERING FOR THE
SANITARY SEWER REHABILITATION CIPP PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, FOR THE AMOUNT OF
\$151,700.00

Documents:

[11-23-2020_2020-329_Resolution Approving Professional
Services Agreement for Sanitary Sewer.pdf](#)
[Task Order - 240720A - Design and Bidding.pdf](#)

3. PUBLIC HEARING AND RESOLUTION 2020-330 PROVIDING FOR
THE CONVEYANCE AND TRANSFER OF TITLE FOR 305 SOUTH
2ND STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO
DAN OSWALD

Documents:

[11-23-2020_2020-330_Resolution Approving Sale of
Vacant Lot 305 S 2nd St.pdf](#)

4. PUBLIC HEARING AND RESOLUTION 2020-331 PROVIDING FOR
THE CONVEYANCE AND TRANSFER OF TITLE FOR 405 EAST
ANSON STREET FROM THE CITY OF MARSHALLTOWN, IOWA
TO DAN OSWALD

Documents:

[11-23-2020_2020-331_Resolution Approving Sale of Vacant Lot 405 E Anson St.pdf](#)

5. PUBLIC HEARING AND RESOLUTION 2020-332 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 710 EAST STATE STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO DAN OSWALD

Documents:

[11-23-2020_2020-332_Resolution Approving Sale of Vacant Lot 710 E State St.pdf](#)

6. PUBLIC HEARING AND RESOLUTION 2020-333 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 902 EAST ANSON STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO DAN OSWALD

Documents:

[11-23-2020_2020-333_Resolution Approving Sale of Vacant Lot 902 E Anson St.pdf](#)

7. PUBLIC HEARING AND RESOLUTION 2020-334 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 1104 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO ALFREDO B. GORGONIO AND JUANA MACIAS DE GORGONIO

Documents:

[11-23-2020_2020-334_Resolution Approving Sale of Vacant Lot 1104 E Main St.pdf](#)

8. PUBLIC HEARING AND RESOLUTION 2020-335 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 402 NORTH 3RD AVENUE FROM THE CITY OF MARSHALLTOWN, IOWA TO PATRICIA A. CHARLIER AND STEVEN D. NEDERHOFF

Documents:

[11-23-2020_2020-335_Resolution Approving Sale of Vacant Lot 402 N 3rd Ave.pdf](#)

9. PUBLIC HEARING AND RESOLUTION 2020-336 ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA, TO ROSEMONT COMPANIES LLC TO THE PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION AND DELIVERY OF WARRANTY DEED

Documents:

10. PUBLIC HEARING AND RESOLUTION 2020-337 TO APPROVE
AMENDMENT NO. 8 TO THE URBAN RENEWAL PLAN FOR
MARSHALLTOWN URBAN RENEWAL AREA NO. 3

Documents:

11-23-2020_2020-337_PH and Resolution UR
No3AmdmtNo.8Marshalltown422742-41-v1.pdf

H. ORDINANCES

1. AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES
LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 8 TO
THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF
THE CODE OF IOWA

1st Reading

Documents:

11-23-2020_ORDINANCE_15004 Amdmt No. 8 UR No. 3
Marshalltown.pdf

I. DISCUSSION

1. Discussion - Extension Of Urban Revitalization Areas And Expansion
Of Area #2

Documents:

Urban Revite Memo.pdf
REVITLIZ_RENEWLARGE_11-17-16.pdf

2. Discussion - 1st Ward Vacancy

Documents:

City Council Resignation letter.pdf
1st Ward Vacancy Memo.pdf

J. PUBLIC COMMENT

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

K. ADJOURN

MISSION STATEMENT

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

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

COUNCIL PROCEEDINGS
November 9, 2020

Mayor Greer called the meeting to order at 5:30 PM, November 9, 2020, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Cahill, Gowdy (by phone), Hoop, Isom, Martin (by phone), Thompson, Wirin (by phone). City Administrator Kinser announced city offices will be closed to the public November 11, 2020. In honor of Veteran’s Day, she thanked all the city staff that have served and are serving. The Grand Opening for SuperMarket Villachuto will be November 19th.

CONSENT AGENDA

Motion by Isom, second by Cahill to adopt the consent agenda: APPROVE MINUTES OCTOBER 26, 2020 AND BILL LIST \$1,977,599.60; APPROVE LIQUOR LICENSE RENEWAL-TC'S, 921 N 3RD AVE; RECEIPT OF BUILDING PERMIT REPORT FOR SEPTEMBER & OCTOBER 2020; RESOLUTION 2020-309 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE S. 7TH AVENUE EXTENSION, PROJECT ECO18001; RESOLUTION 2020-310 APPROVING THE FAA FEDERAL AIRPORT IMPROVEMENT PROGRAM FOR THE MARSHALLTOWN MUNICIPAL AIRPORT FIVE-YEAR CAPITAL IMPROVEMENT PLAN; TENTATIVE RESOLUTION 2020-311 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO THE PROPERTY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO ROSEMONT COMPANIES LLC; RESOLUTION 2020-312 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED VACANT LOTS. Motion carried 7-0.

RESOLUTIONS

Motion by Isom, second by Thompson to adopt RESOLUTION 2020-313 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FOX ENGINEERING FOR THE WPCP CLARIFIER #1 REPAIRS, IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$139,200.00. Public Works Director, Justin Nickel presented the repair work needed for damages to WPCP Final Clarifiers from groundwater buoyancy. Motion carried 7-0.

DISCUSSION

Nate McCormick, 1904 Bailey Drive, Marshalltown Central Business District President, was present by phone to outline the many contributions the MCBBD provides to business owners, and request the City contribute \$40,000 to the Incentive Grant Program, along with an increase of \$3,000, for a total of \$35,000, for the MCBBD operation budget for fiscal year 21-22. Motion by Thompson, second by Isom, for staff to bring forward a resolution allocating \$40,000 for the MCBBD Incentive Grant Program. Motion carried 7-0. Motion by Thompson, second by Martin, for staff to bring forward a resolution allocating \$35,000 for the MCBBD fiscal year 21-22 budget. Motion carried 7-0.

Police Chief Michael Tupper and YSS Director David Hicks were present to give an update on the Marshalltown Police And Community Team “MPACT” project. They have been meeting weekly to establish to needs of the community and the job description for this role. The two full-

time positions are currently posted. They received a Central Iowa Community Services Grant for technology and transportation needs. A memorandum of understanding will be presented at the December 14th meeting.

PUBLIC COMMENT

No public comments were received.

CLOSED SESSION

Motion by Cahill, second by Isom to go into a closed session pursuant to Section 21.5, subsection (1) paragraph (j) of the Code of Iowa to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property to reduce the price the governmental body would receive for that property. Motion carried 7-0 and the Council entered closed session at 6:25 pm. Motion by Isom, second by Thompson to return to open session. Motion carried 7-0 and the Council returned to open session at 6:49 pm. Roll call–Present: Cahill, Gowdy (by phone), Hoop, Isom, Martin (by phone), Thompson, Wirin (by phone).

Motion by Isom, second by Martin to go into a closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) of the Code of Iowa to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Motion carried 7-0 and the Council entered closed session at 6:50 pm. Motion by Thompson, second by Cahill to return to open session. Motion carried 7-0 and the Council returned to open session at 7:54 pm. Roll call–Present: Cahill, Gowdy (by phone), Hoop, Isom, Martin (by phone), Thompson, Wirin (by phone). Motion by Isom, second by Martin to amend said employee's employment contract for an additional 5 years, severance pay will remain at 6 months, and increase vacation to 5 weeks. Motion carried 6-1, Thompson dissenting. Motion by Isom, second by Cahill to increase said person's salary 2% effective their anniversary date. Motion carried 6-1, Thompson dissenting.

The meeting adjourned at 7:57 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA

Alicia Hunter, City Clerk

Joel T.S. Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

BILL LIST 11/23/20**Advertising**

TR/6	1,433.48
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Buildings/Improvements

Floors.More.IA/2	637.75
Tri.State.Lock/1	3,000.00

Consulting & Professional Fees

Bernie.Lowe/1	45.68
Bolton&Menk.Inc/5	3,643.00
C.P.M.I./1	12,905.00
Fox.Engrg.Assc/4	15,817.50
GRIMES.BUCK.SCH/1	2,940.00
Marshall.Co.Ext/1	45.00
MarshallCo.Abst/1	775.00
McClure.Engrg/2	3,989.44
Swanson,F/1	12,500.00

Contracts

AAA.Septic/1	95.00
Aramark.Unfrm/3	17.39
Availa Bank/1	46,421.20
BDH/1	575.00
Cntrl.IA.Machin/1	8,525.00
Construct/1	430,323.39
Custom Tree Car/1	1,995.00
Hartwig.Plmbg/1	60.00
Knox. Co/1	2,263.00
Marco.Holdings/1	225.00
Marsh.Co.Landfi/3	55.75
Menards/1	39,957.49
Mikes.Turf.Righ/2	647.00
Mtn.Aviation/1	642.00
Plumb.Supply/1	3,318.31
Premier.Equip/1	123.02
Racom.Corp/1	6,195.15
Schendel.Pest.C/3	164.50
Schumacher.Elev/2	440.84
Servicemaster/2	2,463.29
Stericycle.Inc/5	338.27
Sterling.Fire/2	325.00
Stone.Sanit/2	569.85
Strategic.Insgh/1	2,250.00
Structural.Engr/1	760.00
Temp.Associates/2	761.04
Verizon.Connect/1	242.85
Xerox.Corp/1	35.12

Debt Service

UMB.Bank.NA/17	697,968.83
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Library Books

Baker.Taylor/30	1,578.88
BRODART.CO/6	1,410.93
Cengage.Learng/4	235.39
Diamond.Lake/1	531.65
Findaway.World/3	443.91
MicroMarketing./8	698.85
OVERDRIVE,INC./3	1,094.22

PENWORTHY.CO/1	323.56
RECORDED.BOOKS/1	35.88

Medical

Bernie.Lowe/1	798.30
Hunterland LLC/1	699.63
McFarland.Cl/3	176.00

Payroll.Net

Payroll/1	291,007.24
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Refund/Reimbursed

Baker.Taylor/5	193.23
BRODART.CO/3	381.67
Brown, Roger/1	211.25
Buchanan, Alex/1	73.92
Corona, Jorge/1	125.00
Daniels, Kirt/1	55.02
Gonzalez, Pat/1	100.00
HyVee.Accts/1	300.00
Mancia, Beatriz/1	40.00
MicroMarketing./1	39.99
NUNEZ,M/1	55.02
Roberts, Debra/1	100.00

Rents/Leases

Borota,K/1	270.00
Premier.RE.Mgmt/1	270.00

Service/Repairs

Accurate Hydrau/1	309.15
Alfie.Packers/1	360.00
Arnold.Motor.Su/2	44.10
BLUEGLOBES.INC/1	524.00
C.H.McGuinness/1	343.00
Cal-Cert.Co/1	645.00
Century.Link/25	234.55
Centurylink.Id/6	11.66
CGA.Assoc/1	806.75
Cntrl.IA.Machin/1	63.75
Concrete/1	189.00
Daves.Crane/2	950.00
Devig,T/13	2,467.50
Grewell Lawn/1	340.00
Hanke,R/1	217.50
Hansen,S/1	656.00
Hartwig.Plmbg/1	115.56
Heart.of.Iowa/3	854.06
IA.Treasurer/2	15,513.00
IDALS/1	100.00
Interst.Ind.Srv/1	836.00
Jasper.Constr.S/1	90,265.11
Johnson.Lawn/1	133.75
Language.Line.S/1	1,134.53
LENZ,D/1	825.00
M.Co.Recorder/1	17.00
McAtee.Tire/4	120.00
Mtn.Aviation/3	1,669.40
Racom.Corp/2	900.00
Salvation.Army/1	1,200.00

Tri.State.Lock/1	120.00
Vajgrt.R/1	50.00
VanMaanen.Elect/1	19,346.94
Wolfe.Eye.Clinc/2	70.00
Supplies/Parts	
Ack.Entprs/1	315.25
Airgas.U.S.A./1	344.49
Arnold.Motor.Su/14	1,163.18
Baker.Taylor/14	948.07
BDH/3	1,055.08
Biller.Press/1	247.23
Browns.Shoe.Fit/1	229.50
Capital.City.Eq/1	57.40
City.Laundering/6	371.42
Cntrl.IA.Distr/1	203.00
Cntrl.IA.Machin/1	471.24
Crescnt.Electrc/1	232.69
Crop.Rite.Inc/1	400.00
Deluxe.Business/1	150.81
Diamond.Vogel/2	1,406.20
Elect.Engr.Eqpt/1	1,201.85
Engineered.Equi/1	2,844.00
Envisionware/9	35,660.37
Fastenal.Co/3	84.54
Fire Serv Trn/1	50.00
Galls.LLC/5	423.04
Gillig.LLC/3	1,025.24
Hillers,C/1	128.93
IA.Pump.Works/1	479.73
Interstate Batt/1	235.90
ISS.of.CF.LLC/2	1,253.45
Jensen.Inc/1	161.60
LIBRARY.STORE/1	1,140.24
Manatt's.Inc/1	159.58
McAtee.Tire/4	1,336.48
Menards/3	89.21
Midland.Scienti/7	1,193.98
Mobotrex.Inc./1	8,487.00
Mtnw.Aviation/3	65.92
Murphy.Tractor/1	404.76
Napa.Auto/3	60.47
Nutrien.Ag.Sol/2	1,398.00
Office.Express/3	567.91
Plumb.Supply/1	16.14
R.S.Stover/1	707.86
ShoBiz,Minutema/3	103.14
Sign.Creations/1	573.00
STATE.HYGIENIC/1	1,535.00
Storey.Kenwrthy/2	190.82
Superior Indust/1	779.98
Thiesens.Supply/12	1,089.66
Thompson.Tr.V/1	1,598.00
Vajgrt.R/2	162.25
Vanwall Equip/3	342.82
WW.Grainger/2	284.08

Travel/Training

Fire Serv Trn/1	6.36
Utilities	
Alliant.Energy/33	29,345.39
Consumr.Energy/2	401.88
I.R.U.A./1	154.86
Mtnw.Wtrwrks/1	769.49
WoodRiver.Enrgy/1	214.26
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./5	1,085.50
Colonial.Life/1	435.76
Family Sup Pay/1	152.31
Fidelity.Securt/2	432.30
I.R.S./6	80,362.62
IA.Treasurer/3	17,576.00
ICMA.457/12	14,101.34
Linn.Co.Sheriff/1	244.75
Total/465	1,966,949.73

CITY OF MARSHALLTOWN BILL LIST

COUNCIL DATE: November 23, 2020

Account Number	Vendor Name	Description (Item)	Amount
Payroll	Payroll	Payroll #23	\$ 291,007.24
001.1010.5132.000	GALLS LLC	PD clothing allowance	\$ 55.79
001.1010.5132.000	GALLS LLC	PD clothing allowance	\$ 99.98
001.1010.5132.000	GALLS LLC	PD clothing allowance	\$ 21.39
001.1010.5132.000	HILLERS, CHAD A	work shirt	\$ 128.93
001.1010.5210.000	TIMES REPUBLICAN	August advertising	\$ 90.00
001.1010.5342.000	MARSHALL COUNTY LANDFILL	PD waste removal	\$ 10.00
001.1010.5342.000	SCHENDEL PEST CONTROL INC	PD rodent cleanout	\$ 45.00
001.1010.5344.000	Stericycle Inc	PD and Housing services	\$ 141.44
001.1010.5344.000	Stericycle Inc	Housing and PD services	\$ 71.83
001.1010.5431.000	LANGUAGE LINE SERV INC	over the phone interpretation services	\$ 1,134.53
001.1010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 56.09
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD engine oil filters	\$ 45.75
001.1010.5565.000	JENSEN INC	PD #517 sensor	\$ 161.60
001.1050.5132.000	GALLS LLC	Fire Dept employee boots	\$ 142.94
001.1050.5132.000	GALLS LLC	Fire Dept zipper boots	\$ 102.94
001.1050.5210.000	TIMES REPUBLICAN	August advertising	\$ 90.00
001.1050.5344.000	Marco Holdings LLC	Fire Dept controller beeping through paging system	\$ 225.00
001.1050.5344.000	XEROX CORPORATION	Fire Dept Ocober copy fees	\$ 35.12
001.1050.5413.000	SIGN CREATIONS	Fire Dept Tahoe reflective vinyl	\$ 573.00
001.1050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 20.40
001.1050.5460.000	Fire Services Training Bureau	certification fees for Fire Dept instructor	\$ 50.00
001.1050.5470.000	Fire Services Training Bureau	freight on books	\$ 6.36
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	#177 engine oil filter	\$ 11.73
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	#177 air filter	\$ 42.23
001.1050.5600.000	STOREY KENWORTHY	Fire Dept cleaner and disinfectant	\$ 130.22
001.1070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.10
001.1071.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.10
001.1075.5261.000	DEVIG, TAYLOR	307 S 2nd St remove old stove	\$ 65.00
001.1075.5261.000	DEVIG, TAYLOR	landfill fee	\$ 15.00
001.1075.5261.000	DEVIG, TAYLOR	materials	\$ 280.00
001.1075.5261.000	DEVIG, TAYLOR	908 S 6th Ave board up 8 windows	\$ 130.00
001.1075.5261.000	DEVIG, TAYLOR	materials	\$ 280.00
001.1075.5261.000	DEVIG, TAYLOR	506 E Boone St board up 11 windows	\$ 162.50
001.1075.5261.000	DEVIG, TAYLOR	materials	\$ 385.00
001.1075.5263.000	DEVIG, TAYLOR	111 Bryon St mow and trim	\$ 45.00
001.1075.5263.000	DEVIG, TAYLOR	914 Jackson St mow and trim	\$ 180.00
001.1075.5263.000	DEVIG, TAYLOR	911 Jackson St mow and trim	\$ 90.00
001.1075.5263.000	DEVIG, TAYLOR	105 N 7th Ave mow and trim	\$ 90.00
001.1075.5263.000	DEVIG, TAYLOR	9 N 7th St mow and trim	\$ 45.00
001.1075.5263.000	DEVIG, TAYLOR	City owned property mowings	\$ 700.00
001.1075.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.10
001.1075.5605.000	Sho Biz Inc dba Minuteman	Housing Dept office supplies	\$ 10.58
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$ 2.56
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$ 1.13
001.2020.5600.000	BILLER PRESS	Orange parking tickets	\$ 247.23
001.2080.5342.000	MARSHALLTOWN AVIATION INC	October Managers fee	\$ 642.00
001.2080.5410.000	MARSHALLTOWN AVIATION INC	Airport ground maintenance	\$ 1,383.62
001.2080.5450.000	MARSHALLTOWN AVIATION INC	Airport Internet reimbursement	\$ 30.05
001.2080.5483.000	Iowa Regional Utilities Assocaition	Airport- October water	\$ 154.86
001.2080.5571.000	MARSHALLTOWN AVIATION INC	Airport additive for diesel fuel	\$ 17.99
001.2080.5571.000	MARSHALLTOWN AVIATION INC	Airport additive for diesel fuel	\$ 17.99
001.2080.5600.000	MARSHALLTOWN AVIATION INC	Airport LED lighting	\$ 29.94
001.4010.5342.000	SCHENDEL PEST CONTROL INC	Library bi-monthly service	\$ 59.50
001.4010.5342.000	SERVICEMASTER OF M'TOWN INC	Library November janitorial services	\$ 1,772.00
001.4010.5342.000	Stericycle Inc	Library November services	\$ 45.00
001.4010.5342.000	STONE SANITATION	Library October services	\$ 115.56
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library October contract copies	\$ 123.02
001.4010.5386.000	LENZ, DUANE	Library contract mowing	\$ 825.00
001.4010.5410.000	HARTWIG PLUMBING & HEATING INC	Library - water breaker fixed	\$ 115.56
001.4010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 10.20
001.4010.5450.000	CENTURYLINK long distance	Long distance lines	\$ 1.28
001.4010.5482.000	WoodRiver Energy LLC	Library natural gas	\$ 214.26
001.4010.5600.000	CENTRAL IOWA DISTRIBUTING INC	Library disinfectant wipes	\$ 203.00

001.4010.5600.000	LIBRARY STORE INC, THE	Library- laminate	\$	1,140.24
001.4010.5600.000	OFFICE EXPRESS	Library - disinfectant wipes	\$	139.96
001.4010.5600.000	OFFICE EXPRESS	Library disinfectant	\$	57.95
001.4010.5600.000	Sho Biz Inc dba Minuteman	Library copy paper	\$	46.28
001.4010.5600.000	Sho Biz Inc dba Minuteman	How to order curbside signs	\$	46.28
001.4010.5703.000	BDH INFORMATION TECHNOLOGY LLC	Library - new west wall WiFi access point	\$	120.00
001.4010.5703.000	ENVISIONWARE	Library RFID software pack	\$	3,970.00
001.4010.5703.000	ENVISIONWARE	Library collaborate project services	\$	1,000.00
001.4010.5718.000	ENVISIONWARE	Library - coin/bill tube collection system	\$	2,950.32
001.4010.5718.000	ENVISIONWARE	Library - media case controller	\$	2,514.45
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	50.93
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	28.00
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	51.19
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	10.07
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	15.67
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	78.14
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	14.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	17.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	14.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	19.77
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	591.56
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	24.38
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	19.60
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	10.79
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult graphic novel	\$	10.19
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	53.16
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	55.49
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	9.59
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.09
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	19.18
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	43.91
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	10.19
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	61.59
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.24
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.56
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	112.22
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	81.49
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.68
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	206.02
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	30.07
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	57.63
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult graphic novel	\$	11.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.12
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	106.44
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	8.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	22.83
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult graphic novels	\$	17.34
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	13.19
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	415.22
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	102.78
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.11
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	19.79
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	9.59
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult graphic novel	\$	10.19
001.4010.5732.000	BRODART CO	juvenile books	\$	23.08
001.4010.5732.000	BRODART CO	juvenile books	\$	79.03
001.4010.5732.000	BRODART CO	juvenile books	\$	497.81
001.4010.5732.000	BRODART CO	juvenile books	\$	363.65
001.4010.5732.000	BRODART CO	juvenile books	\$	164.66
001.4010.5732.000	BRODART CO	juvenile books	\$	282.70
001.4010.5732.000	DIAMOND LAKE BOOK CO	juvenile books	\$	531.65
001.4010.5732.000	FINDAWAY WORLD LLC	replacement playaway fee	\$	19.99
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	175.97
001.4010.5732.000	FINDAWAY WORLD LLC	juvenile audio books	\$	247.95
001.4010.5732.000	MICROMARKETING LLC	adult audio books	\$	80.00
001.4010.5732.000	MICROMARKETING LLC	adult audio books	\$	134.97
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	61.99
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	35.00

001.4010.5732.000	MICROMARKETING LLC	audio book	\$	45.00
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	35.00
001.4010.5732.000	MICROMARKETING LLC	DVDs and videos	\$	172.28
001.4010.5732.000	MICROMARKETING LLC	DVDs	\$	134.61
001.4010.5732.000	OVERDRIVE,INC.	E-books	\$	338.44
001.4010.5732.000	OVERDRIVE,INC.	adult audio books	\$	695.79
001.4010.5732.000	OVERDRIVE,INC.	E-book	\$	59.99
001.4010.5732.000	PENWORTHY COMPANY	juvenile books	\$	323.56
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced books	\$	73.47
001.4010.5734.000	BAKER & TAYLOR INCORP	lost and replaced book	\$	38.58
001.4010.5734.000	BRODART CO	lost and replaced books	\$	113.36
001.4010.5734.000	BRODART CO	lost and replaced books	\$	138.15
001.4010.5736.000	RECORDED BOOKS Inc	Library data bases	\$	35.88
001.4030.5230.000	MARSHALL COUNTY EXTENSION	Mosquito recertification	\$	45.00
001.4030.5251.000	IDALS	commercial pesticide applicators license	\$	100.00
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	Riverview Building Cleaning Supplies	\$	21.82
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	Riverview Building Cleaning Supplies	\$	21.82
001.4030.5344.000	AAA SEPTIC SERVICE INC	6th St complex pump concession stand grease trap	\$	95.00
001.4030.5344.000	HARTWIG PLUMBING & HEATING INC	Aquatic Center check for gas leak	\$	60.00
001.4030.5386.000	HANSEN, STEVE	softball complex lawn care	\$	656.00
001.4030.5386.000	Johnson Lawn Care	13th St District winterize irrigation	\$	133.75
001.4030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$	117.54
001.4030.5481.000	ALLIANT ENERGY	BATH HOUSE	\$	479.72
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$	32.91
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	\$	19.05
001.4030.5482.000	ALLIANT ENERGY	BATH HOUSE	\$	40.30
001.4030.5482.000	ALLIANT ENERGY	LOG CABIN	\$	42.03
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$	59.77
001.4030.5565.000	ARNOLD MOTOR SUPPLY LLP	Parks #814 filters	\$	24.05
001.4030.5565.000	CAPITAL CITY EQUIPMENT COMPANY	Parks Dept belts and freight	\$	57.40
001.4030.5565.000	CENTRAL IOWA MACHINE SHOP INC	Park & Rec cutting blade work	\$	471.24
001.4030.5980.000	Corona, Jorge	Bldg rental cancellation	\$	125.00
001.4030.5980.000	Gonzalez, Patricia	Reunion Hall rental cancellation	\$	100.00
001.4030.5980.000	Roberts, Debra	Park building rental cancellation	\$	100.00
001.4040.5380.000	Salvation Army	Gym Usage October	\$	1,200.00
001.4040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
001.4040.5980.000	Daniels, Kirt	refund adult mens volleyball	\$	55.02
001.4040.5980.000	Nunez, Maruicio	refund adult volleyball	\$	55.02
001.4041.5380.000	RACOM CORPORATION	Parks rental radios	\$	300.00
001.4045.5380.000	RACOM CORPORATION	Aquatic Ctr rental radios	\$	600.00
001.4045.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	10.20
001.4045.5980.000	Mancia, Beatriz	swim lessons cancellation	\$	40.00
001.4065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
001.5040.5210.000	TIMES REPUBLICAN	Advertising-rezone	\$	32.63
001.5040.5230.000	Bolton & Menk Inc	Engineering services 8/22-10/02	\$	630.00
001.5040.5230.000	Bolton & Menk Inc	Development of Downtown Design Guidelines	\$	1,505.00
001.6010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
001.6012.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
001.6020.5210.000	TIMES REPUBLICAN	August advertising	\$	552.72
001.6020.5210.000	TIMES REPUBLICAN	Advertising	\$	609.57
001.6020.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
001.6020.5980.000	Borwn, Roger	Iowa River Brewing Co LC0042275	\$	211.25
001.6020.5980.000	HYVEE ACCOUNTS RECEIVABLE	Applicant LE0000684 Alcohol reimbursement	\$	300.00
001.6021.5347.000	STRATEGIC INSIGHTS, INC	Plan-It- CIP license CY21	\$	2,250.00
001.6021.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	20.36
001.6021.5605.000	DELUXE FOR BUSINESS	600 deposit slips for Finance	\$	150.81
001.6021.5605.000	STOREY KENWORTHY	500 non -window envelopes	\$	60.60
001.6025.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
001.6040.5230.000	MARSHALL COUNTY ABSTRACT CO	Recertify abstract for Hunt Land 12-83-18	\$	775.00
001.6040.5234.000	GRIMES BUCK SCHOELL BEACH & HITCHINS	professional services	\$	2,940.00
001.6050.5342.000	SCHENDEL PEST CONTROL INC	City Hall	\$	60.00
001.6050.5344.000	SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$	218.23
001.6050.5450.000	CENTURYLINK long distance	Long distance lines	\$	2.56
001.6050.5450.000	CENTURYLINK long distance	Long distance lines	\$	1.57
001.6050.5718.000	Superior Industrial Equipment	boiler pump for City Hall	\$	779.98
001.6050.5718.000	WW GRAINGER	Janitor cart	\$	142.04
001.6051.5342.000	SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$	222.61

001.6051.5718.000	WW GRAINGER	Janitor cart	\$	142.04
001.6070.5612.000	BDH INFORMATION TECHNOLOGY LLC	Wireless keyboard & mouse Council Chambers	\$	67.00
030.1050.5347.000	Knox Company	Fire Apparatus 1 key per truck for entering bldgs	\$	2,263.00
030.1050.5750.000	RACOM CORPORATION	Fire Dept -lights for Fire Trucks	\$	6,195.15
030.4010.5703.000	ENVISIONWARE	Library flat fee for professional services	\$	500.00
030.4010.5703.000	ENVISIONWARE	Library flat fee for professional services	\$	975.00
030.4010.5703.000	ENVISIONWARE	Library RFIT-Gate 3D gates with radar	\$	10,400.60
030.4010.5703.000	ENVISIONWARE	Library X11 Countertop touch display	\$	10,500.00
030.4010.5703.000	ENVISIONWARE	RFID -Reader Kit deskpad	\$	2,850.00
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	New Desktop for Housing Dept	\$	868.08
110.2010.5132.000	BROWNS SHOE FIT CO	Street Dept - Campbell work boots	\$	229.50
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	96.50
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	124.00
110.2010.5132.000	FASTENAL COMPANY	Street dept gloves	\$	28.02
110.2010.5132.000	THEISENS SUPPLY INC	Street Dept gloves and wrench	\$	10.99
110.2010.5342.000	MARSHALL COUNTY LANDFILL	clean up of PW bldg	\$	35.75
110.2010.5342.000	MARSHALL COUNTY LANDFILL	random clean up of City facilities	\$	10.00
110.2010.5342.000	Verizon Connect NWF, INC.	Street Dept GPS services	\$	242.85
110.2010.5344.000	STERLING FIRE & SAFETY INC	Street Dept annual extinguisher inspections	\$	214.00
110.2010.5359.000	DAVES CRANE & WRECKER SERVICE	#8 wrecker tow from Airport to City Shop	\$	400.00
110.2010.5359.000	DAVES CRANE & WRECKER SERVICE	Tow Airport plow/dump truck to OHalloran in DSM	\$	550.00
110.2010.5410.000	Accurate Hydraulics & Machine Services Inc	repair New Holland lift cylinder	\$	309.15
110.2010.5410.000	ARNOLD MOTOR SUPPLY LLP	vehicle #64 hydraulic hose and labor	\$	14.70
110.2010.5410.000	ARNOLD MOTOR SUPPLY LLP	vehicle #63 hydraulic hose & labor	\$	29.40
110.2010.5410.000	CENTRAL IOWA MACHINE SHOP INC	Street Dept cut holes in cutting edge	\$	63.75
110.2010.5410.000	TRI STATE LOCK SERVICE	lever sets and service call	\$	120.00
110.2010.5410.000	Vajgrt, Roger	vehicle #241 repair switch	\$	50.00
110.2010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
110.2010.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$	32.08
110.2010.5565.000	ACK ENTERPRISES	vehicle #27 alternator	\$	315.25
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Cabin air filters	\$	135.00
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	vehicle #64 F/W separator filter	\$	12.93
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	vehicle #64 filters	\$	184.00
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	vehicle #64 hydraulic hose and labor	\$	56.57
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	vehicle #63 hydraulic hose & labor	\$	409.64
110.2010.5565.000	Interstate Batteries of Upper Iowa	vehicle #27 2 batteries and core deposits	\$	235.90
110.2010.5565.000	MURPHY TRACTOR & EQUIPMENT CO	#64 vehicle windshield replacement	\$	404.76
110.2010.5565.000	NAPA AUTO PARTS	premium plug wire	\$	28.41
110.2010.5565.000	Vajgrt, Roger	vehicle #241 repair switch	\$	8.25
110.2010.5565.000	VANWALL EQUIPMENT INC	grader blade	\$	200.21
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	Brine truck connectors, wire, switch	\$	61.63
110.2010.5600.000	DIAMOND VOGEL PAINTS	returned jet black paint	\$	(5.80)
110.2010.5600.000	FASTENAL COMPANY	concrete wedge anchors	\$	33.00
110.2010.5600.000	FASTENAL COMPANY	eye bolts and screws	\$	23.52
110.2010.5600.000	MENARDS	Dura patcher parts	\$	16.37
110.2010.5600.000	MENARDS	1 1/2" elbow	\$	2.85
110.2010.5600.000	PLUMB SUPPLY	couplings and repair plug	\$	16.14
110.2010.5600.000	THEISENS SUPPLY INC	bar&chain oils, small engine gas & oil mix	\$	109.84
110.2010.5600.000	THEISENS SUPPLY INC	4 1/2" flap disc wheels	\$	28.96
110.2010.5600.000	THEISENS SUPPLY INC	tow strap and straight clevis	\$	49.97
110.2010.5600.000	THEISENS SUPPLY INC	chemical pitcher, funnels, valves, chains, pintles	\$	427.36
110.2010.5600.000	THEISENS SUPPLY INC	tow strap, clevis, propane torch bottle	\$	48.96
110.2010.5600.000	THEISENS SUPPLY INC	penlight and clamp hose	\$	32.97
110.2010.5600.000	THEISENS SUPPLY INC	Chainsaw, case, oil, chain, gauge	\$	322.36
110.2010.5600.000	THEISENS SUPPLY INC	screw pin clevis	\$	5.98
110.2010.5600.000	Vajgrt, Roger	Street Dept propane	\$	154.00
110.2010.5600.000	VANWALL EQUIPMENT INC	vehicle #64 washers	\$	49.54
110.2010.5619.000	Manatt's Inc	asphalt hot mix	\$	159.58
110.2010.5628.000	DIAMOND VOGEL PAINTS	Street Dept- paint gun, bead gun, flex repair kits	\$	1,412.00
110.2010.5718.000	MENARDS	8" auger for sign shop	\$	69.99
110.2010.5718.000	THEISENS SUPPLY INC	Street Dept gloves and wrench	\$	6.29
110.2010.5776.000	TRI STATE LOCK SERVICE	lever sets and service call	\$	3,000.00
110.2012.5348.000	CLAPSADDLE GARBER ASSOC INC	Washington St testing	\$	806.75
110.2030.5481.000	ALLIANT ENERGY	HWY 14 & HWY 30 STREET LIGHTS	\$	67.90
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$	110.19
110.2030.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-street lights	\$	333.35
110.2030.5600.000	CRESCENT ELECTRIC SUPPLY CO	Street light supplies	\$	232.69
110.2030.5600.000	ELECTRICAL ENGINEERING & EQPT CO	LED lights Center and Iowa Avenues	\$	1,201.85

110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	49.21
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	49.21
110.2040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
110.2040.5481.000	ALLIANT ENERGY	N 3rd Ave Cnr State	\$	100.63
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$	28.55
110.2040.5481.000	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	\$	38.12
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$	34.69
110.2040.5481.000	ALLIANT ENERGY	RIVERSIDE DR CNR 3RD AVE	\$	33.59
110.2040.5481.000	ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$	21.97
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$	37.72
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$	45.76
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$	42.48
110.2040.5481.000	ALLIANT ENERGY	219 Westwood flashing lights	\$	21.60
110.2040.5481.000	ALLIANT ENERGY	E ANSON ST CNR 4TH AVE	\$	21.60
110.2040.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-traffic signals	\$	68.53
110.2040.5600.000	MOBOTREX INC	Battery backup traffic lights	\$	8,487.00
110.2060.5210.000	TIMES REPUBLICAN	Advertising	\$	58.56
110.2060.5230.000	Bolton & Menk Inc	Engineering services 8/22-10/02	\$	540.00
110.2060.5233.000	Bolton & Menk Inc	Engineering services 8/22-10/02	\$	360.00
110.2060.5342.000	Servicemaster by Rice	testing for mold in Engineering office	\$	691.29
110.2060.5351.000	Cal-Cert Co	Calibration cerfication on compression machine	\$	645.00
110.2060.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
110.2070.5565.000	VANWALL EQUIPMENT INC	Street sweeper filter elements	\$	93.07
125.5020.5331.000	Availa Bank	TIF agreement Marshallgaam Lodging Holiday Inn	\$	46,421.20
125.5020.5331.000	MENARDS	TIF Agreement Menards 18th Ave	\$	39,957.49
125.5020.5331.000	PLUMB SUPPLY	TIF Agreement for Plumb Supply	\$	3,318.31
130.1050.5718.000	THOMPSON'S TRUE VALUE	Fire Dept - grills	\$	1,598.00
130.2080.5410.000	BLUEGLOBES, INC.	freight for Airport lights	\$	524.00
130.2080.5410.000	CONCRETE INC	Airport concrete repair	\$	189.00
130.2080.5410.000	MARSHALLTOWN AVIATION INC	Airport Amazon reimbursement -mobile radio replace	\$	255.73
140.4030.5342.000	BDH INFORMATION TECHNOLOGY LLC	replace wireless equipment at Riverview	\$	575.00
140.4030.5342.000	MIKES TURF RIGHT	Asst League Park lawn care application	\$	147.00
140.4030.5342.000	MIKES TURF RIGHT	West End Park lawn care application	\$	500.00
142.4030.5410.000	HANKE, RICKIE L	service 6th St Diamonds ice machines and coolers	\$	217.50
145.2060.5342.000	CONSTRUCT INC	FEMA18004 Street Repair	\$	430,323.39
149.4010.5342.000	Custom Tree Care Inc	Removal of tree rootball 304 S 9th St	\$	1,995.00
152.1010.5600.000	OFFICE EXPRESS	3M particulate respirators	\$	370.00
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$	87.71
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$	80.96
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$	47.23
170.4010.5732.000	CENGAGE LEARNING INC	Tye Grant books	\$	19.49
170.4010.5734.000	BAKER & TAYLOR INCORP	Shirley Bowman memorial book	\$	16.79
170.4010.5734.000	BAKER & TAYLOR INCORP	Janet Allbee memorial book	\$	30.80
170.4010.5734.000	BAKER & TAYLOR INCORP	Janice Thorn memorial book	\$	33.59
170.4010.5734.000	BRODART CO	memorial account books	\$	130.16
170.4010.5734.000	MICROMARKETING LLC	Janice Thorn memorial book	\$	39.99
184.5030.5242.000	Borota, Kent	Housing Assistance Payments	\$	270.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payments	\$	270.00
184.5030.5344.000	Stericycle Inc	PD and Housing services	\$	40.00
184.5030.5344.000	Stericycle Inc	Housing and PD services	\$	40.00
184.5030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	10.20
189.3040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.10
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	3,889.38
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	8,735.00
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	15,262.50
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	16,100.00
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	16,782.50
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	16,875.00
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	21,281.25
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	32,600.00
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	36,000.00
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	56,100.00
200.7010.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$	174,900.00
311.2012.5233.000	Bolton & Menk Inc	Project Coordination	\$	608.00
312.2080.5348.000	VanMaanen Electric Inc	APR19003 Vault Improvements	\$	19,346.94
354.1099.5230.000	Swanson, Frank	Public Art commissioned at Pol/Fire Bldg	\$	12,500.00
355.1075.5342.000	STRUCTURAL ENGINEERS PC	wind damage bldg assessments	\$	760.00
357.2010.5351.000	JASPER CONSTRUCTION SERVICES INC	STR18003 3rd St Bridge Repair	\$	90,265.11

381.2011.5250.000	MARSHALL COUNTY RECORDER	easement -1516 E Olive St	\$ 17.00
381.2020.5233.000	FOX ENGINEERING ASSOCIATES INC	PLT19001 1st St Parking Lot	\$ 825.50
383.4065.5230.000	Cost, Planning & Manangement Intl Inc	CPMI CONSTRUCTION INSPECTION SERVICES VMC RENOV	\$ 12,905.00
383.4065.5718.000	ISS of CF LLC	Parks- 3 floating floor sockets	\$ 866.45
383.4065.5718.000	ISS of CF LLC	Coliseum-2nd floor volleyball socket form	\$ 387.00
395.5020.5233.000	McClure Engineering Co	Merle Hibbs Paving Project	\$ 2,614.44
395.5020.5233.000	McClure Engineering Co	Merle Hibbs Paving Project	\$ 1,375.00
610.8015.5151.000	WOLFE EYE CLINIC P C	hearing test	\$ 35.00
610.8015.5151.000	WOLFE EYE CLINIC P C	hearing test	\$ 35.00
610.8015.5339.000	MCFARLAND CLINIC PC	random drug screening	\$ 35.20
610.8015.5342.000	STONE SANITATION	October 2020 grit/screening removal	\$ 454.29
610.8015.5386.000	Grewell Lawn & Snow Removal Services LLC	October 2020 mowing services	\$ 340.00
610.8015.5410.000	ALFIE PACKERS INC.	cleaning & calibration lab scales	\$ 360.00
610.8015.5410.000	C H MCGUINESS CO INC	service call for Boiler #1	\$ 343.00
610.8015.5410.000	INTERSTATE INDUSTRIAL SERVICE	SBR flow meters calibration	\$ 836.00
610.8015.5441.000	TREASURER STATE OF IOWA	OCTOBER SALES TAX	\$ 13,297.00
610.8015.5441.000	TREASURER STATE OF IOWA	OCTOBER SALES TAX	\$ 2,216.00
610.8015.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 15.30
610.8015.5450.000	CENTURYLINK long distance	Long distance lines	\$ 2.56
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW & WPCP	\$ 427.03
610.8015.5481.000	ALLIANT ENERGY	N 3rd Ave River Sign	\$ 23.48
610.8015.5481.000	ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$ 21.70
610.8015.5482.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$ 4,033.45
610.8015.5482.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$ 22,756.64
610.8015.5483.000	MARSHALLTOWN WATER WORKS	October 2020 plant water usage	\$ 769.49
610.8015.5600.000	CROP RITE INC	WPCP lawncare supplies	\$ 400.00
610.8015.5600.000	ENGINEERED EQUIPMENT SOLUTIONS INC	DAF Borger PL100 seal kits	\$ 2,844.00
610.8015.5600.000	IOWA PUMP WORKS, INC.	primary replacement drive motor	\$ 479.73
610.8015.5600.000	R S Stover Company	gas ball shut off replacement plug valve	\$ 707.86
610.8015.5603.000	AIRGAS USA, LLC	WPCP lab acetylene and argon	\$ 344.49
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 25.47
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 23.99
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 241.71
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 57.38
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 106.34
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$ 41.47
610.8015.5603.000	MIDLAND SCIENTIFIC INC	Lab supplies - ammonia electrode	\$ 697.62
610.8015.5603.000	State Hygienic Lab	priority pollutants testing	\$ 1,535.00
610.8015.5750.000	CENTRAL IOWA MACHINE SHOP INC	WPCP snow plow for 2020 Ram 2500	\$ 8,525.00
610.8015.5810.000	UMB BANK NA	PRINCIPAL REDEMPTION	\$ 126,000.00
610.8015.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$ 22,770.55
610.8015.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$ 28,100.00
610.8015.5980.000	Buchanan, Alexandra	Sewer refund 2020-pool filled	\$ 73.92
610.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	2020 Sanitary Sewer Rehab project	\$ 8,750.00
610.8016.5410.000	MCATEE TIRE SALES & SERVICE INC	Sewer Dept vehicle #222 tires	\$ 36.00
610.8016.5410.000	MCATEE TIRE SALES & SERVICE INC	Sewer Dept vehicle #212 tires	\$ 36.00
610.8016.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 6.12
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW & WPCP	\$ 256.22
610.8016.5481.000	ALLIANT ENERGY	608 Turner St Pump Station	\$ 210.52
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$ 86.01
610.8016.5481.000	ALLIANT ENERGY	Marion St - WPCP	\$ 139.54
610.8016.5482.000	ALLIANT ENERGY	1001 Woodland St Shed	\$ 34.58
610.8016.5565.000	MCATEE TIRE SALES & SERVICE INC	Sewer Dept vehicle #222 tires	\$ 400.94
610.8016.5565.000	MCATEE TIRE SALES & SERVICE INC	Sewer Dept vehicle #212 tires	\$ 400.94
610.8016.5600.000	THEISENS SUPPLY INC	Sewer Dept premix fuel	\$ 27.59
610.8016.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$ 44,835.00
610.8016.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$ 56,987.65
612.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	increase	\$ 1,820.00
612.8016.5233.000	FOX ENGINEERING ASSOCIATES INC	increase	\$ 4,422.00
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 26.25
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 26.25
690.8050.5339.000	MCFARLAND CLINIC PC	random drug screening	\$ 70.40
690.8050.5342.000	ARAMARK UNIFORM SERVICES INC	Transit laundry	\$ (26.25)
690.8050.5342.000	TEMP ASSOCIATES INC	Transit dept office help	\$ 369.22
690.8050.5342.000	TEMP ASSOCIATES INC	Transit part time assistance	\$ 391.82
690.8050.5344.000	STERLING FIRE & SAFETY INC	annual inspection of fire extinguishers	\$ 111.00
690.8050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.10
690.8050.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$ 21.39

690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit - fuel and oil filters	\$ 21.43
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit engine oil filters	\$ 32.72
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit engine coolant	\$ 58.72
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit oil seal	\$ 66.78
690.8050.5565.000	GILLIG LLC	Transit relays and regulators	\$ 610.95
690.8050.5565.000	GILLIG LLC	Transit sensors and oil filter element	\$ 277.58
690.8050.5565.000	GILLIG LLC	Transit bus lights	\$ 136.71
690.8050.5565.000	NAPA AUTO PARTS	Transit filter, oil	\$ 18.84
690.8050.5565.000	NUTRIEN AG SOLUTIONS INC	Transit Dept mobil oil	\$ 699.00
690.8050.5565.000	NUTRIEN AG SOLUTIONS INC	Transit Delvac Super oil 55 gallons	\$ 699.00
690.8050.5718.000	NAPA AUTO PARTS	swivel	\$ 13.22
690.8050.5776.000	FLOORS AND MORE OF IOWA	Transit install & tear out old VCT	\$ 300.25
690.8050.5776.000	FLOORS AND MORE OF IOWA	Transit install & tear out old VCT	\$ 337.50
740.8065.5410.000	MCATEE TIRE SALES & SERVICE INC	Sewer Dept vehicle #222 tires	\$ 24.00
740.8065.5410.000	MCATEE TIRE SALES & SERVICE INC	Sewer Dept vehicle #212 tires	\$ 24.00
740.8065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 4.08
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection internet PW & WPCP	\$ 170.81
740.8065.5481.000	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$ 230.88
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$ 294.37
740.8065.5565.000	MCATEE TIRE SALES & SERVICE INC	Sewer Dept vehicle #222 tires	\$ 267.30
740.8065.5565.000	MCATEE TIRE SALES & SERVICE INC	Sewer Dept vehicle #212 tires	\$ 267.30
740.8065.5600.000	THEISENS SUPPLY INC	Sewer Dept premix fuel	\$ 18.39
740.8065.5820.000	UMB BANK NA	INTEREST PAYMENTS	\$ 20,750.00
750.8070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.10
750.8070.5481.000	ALLIANT ENERGY	COMPOST PILE	\$ 64.63
881.1050.5230.000	BERNIE LOWE & ASSOC Inc	411 Medical claims	\$ 45.68
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	411 Medical claims	\$ 798.30
881.1050.5339.000	Hunterland LLC	October paid health claims	\$ 699.63
886.2010.5339.000	MCFARLAND CLINIC PC	random drug screening	\$ 70.40
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 26,787.23
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 11,643.51
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 12,379.52
999.1102.000	TREASURER STATE OF IOWA	State Income Tax	\$ (0.10)
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,196.58
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 25,469.56
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,460.08
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 8,368.22
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 3,634.02
999.1121.000	American Education Services	Payroll Deduction	\$ 64.41
999.1121.000	COLLECTION SERVICES CENTER	Payroll Deduction	\$ 139.77
999.1121.000	COLLECTION SERVICES CENTER	Payroll Deduction	\$ 423.86
999.1121.000	COLLECTION SERVICES CENTER	Payroll Deduction	\$ 220.56
999.1121.000	COLLECTION SERVICES CENTER	Payroll Deduction	\$ 199.20
999.1121.000	COLLECTION SERVICES CENTER	Payroll Deduction	\$ 102.11
999.1121.000	Family Support Payment Center	Payroll Deduction	\$ 152.31
999.1121.000	LINN COUNTY SHERIFF	Payroll Deduction	\$ 244.75
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 303.50
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 128.80
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 817.79
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 4,486.37
999.1131.000	ICMA RETIREMENT 457	J. TIMMER ADJ	\$ (63.90)
999.1131.000	ICMA RETIREMENT 457	ICMA DEFERRED COMP	\$ 912.30
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 200.00
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$ 2,129.85
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$ 2,757.75
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 63.90
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 715.00
999.1131.000	ICMA RETIREMENT 457	ICMA DEF COMP	\$ 230.76
999.1131.000	ICMA RETIREMENT 457	ROTH < 50	\$ 1,011.52
999.1131.000	ICMA RETIREMENT 457	ROTH > 50	\$ 840.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 435.76
			\$ 1,966,949.73

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
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FINANCE DEPARTMENT

November 17, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: July Monthly Financial Statements

Policy Issue: N/A.

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

Background: The Finance department has prepared and reconciled the July 2020 financial statements for your review. July is the beginning of our new fiscal year, so the monthly activity and year-to-date activity are the same. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/2020, the year-to-date revenues and expenses for 1 month and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month:

*The Coliseum Building expenses in fund 383 were \$440,302.62.

*Expenses in fund 030, Capital Reserve Fund, will be funded through the quarterly transfer resolution from 300, CIP Collection fund.

Budget Impact: N/A

Attachment: July 2020 Financial Statements

cc: Jessica Kinser, City Administrator

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	2,123,673.41	274,837.41	1,271,770.64	1,126,740.18
010 - CASH FLOW RESERVE FUND	2,380,612.49	4,453.42	-	2,385,065.91
030 - CAPITAL RESERVE	(514.96)	575.28	9,964.13	(9,903.81)
031 - CAPITAL RSRV-BLDG MAINT	274,155.34	80,662.52	-	354,817.86
032 - CIP LARGE VEHICLE/EQUIPMENT	318,000.00	-	-	318,000.00
110 - ROAD USE TAX	5,937,455.97	463,244.51	468,440.66	5,932,259.82
112 - EMPLOYEE BENEFITS FUND	2,775,298.60	31,397.74	-	2,806,696.34
117 - POLICE/FIRE RETIREMENT	548,156.16	14,135.66	-	562,291.82
119 - EMERGENCY FUND	-	2,763.25	-	2,763.25
121 - LOCAL OPTION SALES TAX	4,513,756.99	322,824.86	128.00	4,836,453.85
125 - TAX INCREMENT FINANCING	465,193.03	12,588.39	-	477,781.42
126 - TIF-LMI	27,383.77	51.23	-	27,435.00
130 - CITY TORT LIABILITY	71,658.38	9,005.46	1,576.50	79,087.34
131 - SPECIAL ASSESSMENTS SURPLUS	-	-	-	-
132 - GRANTS-STATE/LOCAL AGENCIES	(262,444.29)	250,000.00	138,196.00	(150,640.29)
133 - UNDESIGNATED FEDERAL GRANTS	-	-	-	-
140 - PARK & REC DONATION FUND	101,437.94	3,882.14	408.49	104,911.59
141 - MTOWN TENNIS ASSOC	1,766.29	3.30	-	1,769.59
142 - SOFTBALL ASSOCIATION FUND	(1,435.85)	10,009.12	3,689.12	4,884.15
144 - LIVE HEALTHY IOWA	1,518.28	2.84	-	1,521.12
145 - TORNADO GENERAL	143,981.30	15,098.52	183,087.07	(24,007.25)
146 - FEMA VALOR	(55,164.71)	-	-	(55,164.71)
147 - FEMA DEMO	(49,169.93)	-	71,250.00	(120,419.93)
148 - FEMA-COVID19	(19,078.56)	-	10,571.65	(29,650.21)
150 - COPS FAST GRANTS	(8,109.02)	6,157.09	6,405.02	(8,356.95)
151 - DEPT OF JUSTICE GRANTS	(4,055.53)	-	-	(4,055.53)
152 - POLICE UNDESIGNATED GRANTS	(24,938.29)	13,905.96	12,065.30	(23,097.63)
153 - POLICE DEPT DONATION FUND	86,653.41	302.21	80.25	86,875.37
156 - FIRE DEPT DONATION FUND	6,522.62	12.20	-	6,534.82
157 - FIRE DEPT GRANTS	5,136.53	9.61	-	5,146.14
160 - ECONOMIC DEVELOPMENT GIFT	52,385.69	98.00	-	52,483.69
161 - SURETY DEPOSITS/SUBDIVIDER	10,928.99	20.44	-	10,949.43
170 - LIBRARY DONATION FUND	109,220.37	292.63	124.03	109,388.97
177 - SEIZED ASSETS (POLICE)	36,871.34	62.65	-	36,933.99
179 - OTHER COMM AND ECON DEVELOPMENT	78,010.32	145.93	-	78,156.25
180 - HOUSING GRANTS	27,430.10	51.31	-	27,481.41
183 - FY 08 EDI (ECON DEV INCENTIVE)	(13,389.25)	-	-	(13,389.25)
184 - VOUCHERS - 002, 003	90,853.88	86,566.17	92,612.08	84,807.97
189 - #6 HUD LEAD GRANT	(7,474.95)	19,530.50	22,291.31	(10,235.76)
200 - GO BONDS DEBT FUND	132,054.94	10,788.90	14,243.00	128,600.84
300 - CIP COLLECTION FUND	278,230.70	7,441.43	-	285,672.13
311 - RISE STREET GRANTS	-	-	11,930.45	(11,930.45)
312 - AIRPORT PROJECT FUND	(240,764.09)	-	4,182.30	(244,946.39)
320 - SPECIAL ASSESSMENT PROJECTS	(18,480.95)	-	-	(18,480.95)
340 - BIKE PATH PROJECT FUND	(96,269.36)	30,041.80	612.00	(66,839.56)
341 - TREES FOREVER PROJECT	13,400.87	25.07	-	13,425.94
350 - GO BONDS CAPITAL PROJECTS	8,903.48	16.66	-	8,920.14
354 - POLICE & FIRE STATIONS	670,433.34	2,668.64	18,572.51	654,529.47
355 - 2015 GO BONDS (D&D)	300,465.95	558.35	1,995.00	299,029.30
360 - 2019 GO BONDS & PROJECTS	5,377,724.96	9,867.86	102,771.15	5,284,821.67
361 - LIBRARY BUILDING ADDITION	1,550.00	2.90	-	1,552.90
381 - 2019 CY STREET, SIDEWALK, PARKING PROJECTS	1,741,924.41	3,246.29	6,628.23	1,738,542.47
382 - PUBLIC WORKS FACILITY	-	-	-	-
383 - COLISEUM REMODEL	2,075,348.03	95,180.52	440,302.62	1,730,225.93
392 - TIF DISTRICT III CAP PROJECTS	8,089.35	15.13	-	8,104.48
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	-	134,912.81	(134,912.81)
610 - WATER POLLUTION CONTROL	2,683.14	-	272,638.01	(269,954.87)
611 - WPCP REVENUE	15,968,833.94	955,435.23	-	16,924,269.17
612 - WPCP REVENUE BOND FUND	-	-	335,831.46	(335,831.46)
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,068,085.66	1,998.07	-	1,070,083.73
617 - SANITARY SEWER NEW CONSTRUCTN	117,721.90	148.00	-	117,869.90
618 - TORNADO-WPCP	(580.97)	-	-	(580.97)
690 - TRANSIT OPERATING	168,574.85	12,777.02	52,311.85	129,040.02
740 - STORM SEWER UTILITY	2,329,808.26	126,118.14	46,869.25	2,409,057.15
741 - 2016 GO STORM WATER PROJ	(0.51)	-	1,035.50	(1,036.01)
742 - TORNADO - STORM/SEWER	(898.25)	-	-	(898.25)
750 - COMPOSTING FACILITY	74,969.52	7,530.69	6,424.58	76,075.63
751 - TORNADO - COMPOST	(44,096.75)	44,096.75	-	-
760 - P&R CONCESSIONS ENTERPRISE	(19,975.15)	12,786.00	11,887.26	(19,076.41)
881 - OCCUPATIONAL INSURANCE ESCROW	73,494.97	11,820.21	4,137.54	81,177.64
884 - GROUP HEALTH INSURANCE ESCROW	1,914,112.63	235,847.57	392,669.13	1,757,291.07
885 - FLEXIBLE BENEFITS FUND	-	-	-	-
886 - WORKMAN'S COMP DEDUCTIBLE FUND	36,948.30	69.12	-	37,017.42
910 - POLICE PENSION - T & A	-	-	1,702.14	(1,702.14)
913 - 911 COMMISSION	(46,533.92)	41,005.48	93,803.81	(99,332.25)
951 - SALES TAX REIMBURSEMENT	(4,841.35)	1,595.67	126.00	(3,371.68)
952 - SURETY BONDS/DEPOSITS	3,503.12	54.55	-	3,557.67
TOTAL	51,636,706.88	3,233,826.40	4,248,246.85	50,622,286.43

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
<u>999.0110.100</u>	GWB P&R Deposits	<u>111,559.32</u>	2.00
Total BalObject: 0110 - P&R Deposits :		<u>111,559.32</u>	
BalObject: 0111 - Operating			
<u>999.0111.000</u>	UB&T Operating	29,866.32	0.00
<u>999.0111.100</u>	GWB Operating	<u>46,221,208.14</u>	2.00
Total BalObject: 0111 - Operating:		<u>46,251,074.46</u>	
BalObject: 0112 - COLISEUM			
<u>999.0112.100</u>	GWB COLISEUM	<u>2,084,718.20</u>	2.00
Total BalObject: 0112 - COLISEUM:		<u>2,084,718.20</u>	
BalObject: 0113 - Payroll			
<u>999.0113.100</u>	GWB Payroll	<u>43,945.16</u>	2.00
Total BalObject: 0113 - Payroll:		<u>43,945.16</u>	
BalObject: 0114 - Dev Inspections			
<u>999.0114.100</u>	GWB Dev Inspections	<u>32,258.19</u>	2.00
Total BalObject: 0114 - Dev Inspections:		<u>32,258.19</u>	
BalObject: 0115 - HUD Admin			
<u>999.0115.100</u>	GWB HUD Admin	<u>52,766.70</u>	2.00
Total BalObject: 0115 - HUD Admin:		<u>52,766.70</u>	
BalObject: 0116 - HUD HAP			
<u>999.0116.100</u>	GWB HUD HAP	<u>9,326.58</u>	2.00
Total BalObject: 0116 - HUD HAP:		<u>9,326.58</u>	
BalObject: 0117 - Police			
<u>999.0117.100</u>	GWB Police	<u>37,043.05</u>	2.00
Total BalObject: 0117 - Police:		<u>37,043.05</u>	
BalObject: 0120 - PETTY CASH			
<u>610.0120.000</u>	PETTY CASH	200.00	0.00
<u>750.0120.000</u>	PETTY CASH	200.00	0.00
<u>760.0120.000</u>	PETTY CASH	<u>300.00</u>	0.00
Total BalObject: 0120 - PETTY CASH:		<u>700.00</u>	
BalObject: 0121 - PETTY CASH-SWIMMING POOLS			
<u>001.0121.000</u>	PETTY CASH-SWIMMING POOLS	<u>300.00</u>	0.00
Total BalObject: 0121 - PETTY CASH-SWIMMING POOLS:		<u>300.00</u>	
BalObject: 0122 - PETTY CASH-CITY CLERK			
<u>001.0122.000</u>	PETTY CASH-CITY CLERK	<u>200.00</u>	0.00
Total BalObject: 0122 - PETTY CASH-CITY CLERK:		<u>200.00</u>	
BalObject: 0123 - PETTY CASH-LIBRARY			
<u>001.0123.000</u>	PETTY CASH-LIBRARY	<u>100.00</u>	0.00
Total BalObject: 0123 - PETTY CASH-LIBRARY:		<u>100.00</u>	
BalObject: 0125 - PETTY CASH-PARK			
<u>001.0125.000</u>	PETTY CASH-PARK	<u>225.00</u>	0.00
Total BalObject: 0125 - PETTY CASH-PARK:		<u>225.00</u>	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
<u>885.0130.000</u>	CASH HELD BY INSUR ADMI	<u>1.00</u>	0.00
Total BalObject: 0130 - CASH HELD BY INSUR ADMI:		<u>1.00</u>	
BalObject: 0216 - GREAT WESTERN BANK MM			
<u>999.0216.000</u>	GREAT WESTERN BANK MM	<u>100.26</u>	0.00
Total BalObject: 0216 - GREAT WESTERN BANK MM:		<u>100.26</u>	
BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)			
<u>999.0240.000</u>	MIDWEST ONE CD (91-365 DAYS)	<u>1,535,928.81</u>	2.37
Total BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS):		<u>1,535,928.81</u>	
BalObject: 0252 - GNB 365 INV			
<u>999.0252.000</u>	GNB CD (365 DAYS)	<u>505,260.55</u>	2.11
Total BalObject: 0252 - GNB 365 INV:		<u>505,260.55</u>	
BalObject: 0999 - POOLED CASH			
<u>999.0999.000</u>	POOLED CASH	<u>(43,220.85)</u>	0.00
Total BalObject: 0999 - POOLED CASH:		<u>(43,220.85)</u>	
		<u>50,622,286.43</u>	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 07/31/2020

Account Typ...	July Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	274,837.41	1,362,511.82	274,837.41	-1,087,674.41	16,350,752.00
Expense	1,271,770.64	1,362,100.77	1,271,770.64	90,330.13	16,350,752.46
Total Fund: 001 - GENERAL FUND:	-996,933.23	411.05	-996,933.23	-997,344.28	-0.46
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	4,453.42	8,776.16	4,453.42	-4,322.74	105,314.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	4,453.42	8,776.16	4,453.42	-4,322.74	105,314.00
Fund: 030 - CAPITAL RESERVE					
Revenue	575.28	42,879.41	575.28	-42,304.13	514,553.00
Expense	9,964.13	42,874.08	9,964.13	32,909.95	514,553.00
Total Fund: 030 - CAPITAL RESERVE:	-9,388.85	5.33	-9,388.85	-9,394.18	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	80,662.52	250.00	80,662.52	80,412.52	3,000.00
Expense	0.00	15,108.33	0.00	15,108.33	181,300.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	80,662.52	-14,858.33	80,662.52	95,520.85	-178,300.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	0.00	89,415.26	0.00	-89,415.26	1,073,026.00
Expense	0.00	115,918.83	0.00	115,918.83	1,391,026.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	0.00	-26,503.57	0.00	26,503.57	-318,000.00
Fund: 110 - ROAD USE TAX					
Revenue	463,244.51	291,666.66	463,244.51	171,577.85	3,500,000.00
Expense	468,440.66	473,218.02	468,440.66	4,777.36	5,679,495.72
Total Fund: 110 - ROAD USE TAX:	-5,196.15	-181,551.36	-5,196.15	176,355.21	-2,179,495.72
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	31,397.74	232,491.82	31,397.74	-201,094.08	2,789,902.00
Expense	0.00	226,336.00	0.00	226,336.00	2,716,032.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	31,397.74	6,155.82	31,397.74	25,241.92	73,870.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	14,135.66	104,698.31	14,135.66	-90,562.65	1,256,380.00
Expense	0.00	102,149.88	0.00	102,149.88	1,226,284.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	14,135.66	2,548.43	14,135.66	11,587.23	30,096.00
Fund: 119 - EMERGENCY FUND					
Revenue	2,763.25	20,907.33	2,763.25	-18,144.08	250,888.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 07/31/2020

Account Typ...	July Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	20,354.00	0.00	20,354.00	244,248.00
Total Fund: 119 - EMERGENCY FUND:	2,763.25	553.33	2,763.25	2,209.92	6,640.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	322,824.86	284,666.66	322,824.86	38,158.20	3,416,000.00
Expense	128.00	415,592.65	128.00	415,464.65	4,987,119.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	322,696.86	-130,925.99	322,696.86	453,622.85	-1,571,119.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	12,588.39	54,210.16	12,588.39	-41,621.77	650,522.00
Expense	0.00	57,448.65	0.00	57,448.65	689,384.00
Total Fund: 125 - TAX INCREMENT FINANCING:	12,588.39	-3,238.49	12,588.39	15,826.88	-38,862.00
Fund: 126 - TIF-LMI					
Revenue	51.23	0.83	51.23	50.40	10.00
Total Fund: 126 - TIF-LMI:	51.23	0.83	51.23	50.40	10.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	9,005.46	2,583.33	9,005.46	6,422.13	31,000.00
Expense	1,576.50	3,377.06	1,576.50	1,800.56	40,525.00
Total Fund: 130 - CITY TORT LIABILITY:	7,428.96	-793.73	7,428.96	8,222.69	-9,525.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	250,000.00	26,250.00	250,000.00	223,750.00	315,000.00
Expense	138,196.00	26,250.00	138,196.00	-111,946.00	315,000.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	111,804.00	0.00	111,804.00	111,804.00	0.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	3,882.14	4,241.66	3,882.14	-359.52	50,900.00
Expense	408.49	4,574.98	408.49	4,166.49	54,900.00
Total Fund: 140 - PARK & REC DONATION FUND:	3,473.65	-333.32	3,473.65	3,806.97	-4,000.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	3.30	1.66	3.30	1.64	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	3.30	1.66	3.30	1.64	20.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	10,009.12	2,568.96	10,009.12	7,440.16	30,840.00
Expense	3,689.12	2,567.57	3,689.12	-1,121.55	30,839.87
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	6,320.00	1.39	6,320.00	6,318.61	0.13
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	2.84	624.75	2.84	-621.91	7,500.00
Expense	0.00	612.53	0.00	612.53	7,351.12
Total Fund: 144 - LIVE HEALTHY IOWA :	2.84	12.22	2.84	-9.38	148.88
Fund: 145 - TORNADO GENERAL					
Revenue	15,098.52	39,276.23	15,098.52	-24,177.71	471,315.00
Expense	183,087.07	0.00	183,087.07	-183,087.07	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 07/31/2020

Account Typ...	July Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 145 - TORNADO GENERAL:	-167,988.55	39,276.23	-167,988.55	-207,264.78	471,315.00
Fund: 146 - FEMA VALOR					
Revenue	0.00	4,687.15	0.00	-4,687.15	56,246.00
Total Fund: 146 - FEMA VALOR:	0.00	4,687.15	0.00	-4,687.15	56,246.00
Fund: 147 - FEMA DEMO					
Revenue	0.00	5,000.00	0.00	-5,000.00	60,000.00
Expense	71,250.00	0.00	71,250.00	-71,250.00	0.00
Total Fund: 147 - FEMA DEMO:	-71,250.00	5,000.00	-71,250.00	-76,250.00	60,000.00
Fund: 148 - FEMA-COVID19					
Expense	10,571.65	0.00	10,571.65	-10,571.65	0.00
Total Fund: 148 - FEMA-COVID19:	10,571.65	0.00	10,571.65	-10,571.65	0.00
Fund: 150 - COPS FAST GRANTS					
Revenue	6,157.09	4,581.50	6,157.09	1,575.59	55,000.00
Expense	6,405.02	4,317.34	6,405.02	-2,087.68	51,829.10
Total Fund: 150 - COPS FAST GRANTS:	-247.93	264.16	-247.93	-512.09	3,170.90
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	1,958.21	0.00	-1,958.21	23,500.00
Expense	0.00	1,957.88	0.00	1,957.88	23,500.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	0.00	0.33	0.00	-0.33	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	13,905.96	7,626.36	13,905.96	6,279.60	91,553.00
Expense	12,065.30	6,822.74	12,065.30	-5,242.56	81,903.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	1,840.66	803.62	1,840.66	1,037.04	9,650.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	302.21	224.99	302.21	77.22	2,700.00
Expense	80.25	787.27	80.25	707.02	9,450.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	221.96	-562.28	221.96	784.24	-6,750.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	12.20	166.66	12.20	-154.46	2,000.00
Expense	0.00	416.66	0.00	416.66	5,000.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	12.20	-250.00	12.20	262.20	-3,000.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	9.61	5.00	9.61	4.61	60.00
Total Fund: 157 - FIRE DEPT GRANTS:	9.61	5.00	9.61	4.61	60.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	98.00	29.16	98.00	68.84	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	98.00	29.16	98.00	68.84	350.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 07/31/2020

Account Typ...	July Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	20.44	15.41	20.44	5.03	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	20.44	15.41	20.44	5.03	185.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	292.63	1,774.99	292.63	-1,482.36	21,300.00
Expense	124.03	4,799.15	124.03	4,675.12	57,600.00
Total Fund: 170 - LIBRARY DONATION FUND:	168.60	-3,024.16	168.60	3,192.76	-36,300.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	62.65	358.23	62.65	-295.58	4,300.00
Expense	0.00	333.23	0.00	333.23	4,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	62.65	25.00	62.65	37.65	300.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	145.93	0.00	145.93	145.93	0.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	145.93	0.00	145.93	145.93	0.00
Fund: 180 - HOUSING GRANTS					
Revenue	51.31	0.00	51.31	51.31	0.00
Total Fund: 180 - HOUSING GRANTS:	51.31	0.00	51.31	51.31	0.00
Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)					
Expense	0.00	53.31	0.00	53.31	640.00
Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE):	0.00	53.31	0.00	53.31	640.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	86,566.17	89,938.99	86,566.17	-3,372.82	1,079,630.00
Expense	92,612.08	87,865.00	92,612.08	-4,747.08	1,054,788.09
Total Fund: 184 - VOUCHERS - 002, 003:	-6,045.91	2,073.99	-6,045.91	-8,119.90	24,841.91
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	19,530.50	120,871.08	19,530.50	-101,340.58	1,450,453.00
Expense	22,291.31	120,822.82	22,291.31	98,531.51	1,450,453.13
Total Fund: 189 - #6 HUD LEAD GRANT:	-2,760.81	48.26	-2,760.81	-2,809.07	-0.13
Fund: 200 - GO BONDS DEBT FUND					
Revenue	10,788.90	351,543.12	10,788.90	-340,754.22	4,219,648.00
Expense	14,243.00	348,922.82	14,243.00	334,679.82	4,187,074.00
Total Fund: 200 - GO BONDS DEBT FUND:	-3,454.10	2,620.30	-3,454.10	-6,074.40	32,574.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	7,441.43	52,352.07	7,441.43	-44,910.64	628,225.00
Expense	0.00	51,629.41	0.00	51,629.41	619,553.00
Total Fund: 300 - CIP COLLECTION FUND:	7,441.43	722.66	7,441.43	6,718.77	8,672.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	133,333.33	0.00	-133,333.33	1,600,000.00
Expense	11,930.45	132,999.99	11,930.45	121,069.54	1,596,000.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 07/31/2020

Account Typ...	July Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 311 - RISE STREET GRANTS:	-11,930.45	333.34	-11,930.45	-12,263.79	4,000.00
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	0.00	261,333.33	0.00	-261,333.33	3,136,000.00
Expense	4,182.30	261,333.33	4,182.30	257,151.03	3,136,000.00
Total Fund: 312 - AIRPORT PROJECT FUND:	-4,182.30	0.00	-4,182.30	-4,182.30	0.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	416.66	0.00	-416.66	5,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	416.66	0.00	-416.66	5,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	30,041.80	8,545.00	30,041.80	21,496.80	102,540.00
Expense	612.00	8,544.99	612.00	7,932.99	102,540.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	29,429.80	0.01	29,429.80	29,429.79	0.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	25.07	833.33	25.07	-808.26	10,000.00
Expense	0.00	833.33	0.00	833.33	10,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	25.07	0.00	25.07	25.07	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	16.66	0.00	16.66	16.66	0.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	16.66	0.00	16.66	16.66	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	2,668.64	0.00	2,668.64	2,668.64	0.00
Expense	18,572.51	0.00	18,572.51	-18,572.51	0.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-15,903.87	0.00	-15,903.87	-15,903.87	0.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	558.35	1,791.66	558.35	-1,233.31	21,500.00
Expense	1,995.00	10,588.25	1,995.00	8,593.25	127,100.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-1,436.65	-8,796.59	-1,436.65	7,359.94	-105,600.00
Fund: 357 - 2018 CY STREET PROJECTS					
Revenue	0.00	4,166.66	0.00	-4,166.66	50,000.00
Expense	0.00	4,165.00	0.00	4,165.00	50,000.00
Total Fund: 357 - 2018 CY STREET PROJECTS:	0.00	1.66	0.00	-1.66	0.00
Fund: 360 - 2019 GO BONDS & PROJECTS					
Revenue	9,867.86	39,151.00	9,867.86	-29,283.14	470,000.00
Expense	102,771.15	322,787.50	102,771.15	220,016.35	3,875,000.00
Total Fund: 360 - 2019 GO BONDS & PROJECTS:	-92,903.29	-283,636.50	-92,903.29	190,733.21	-3,405,000.00
Fund: 361 - LIBRARY BUILDING ADDITION					
Revenue	2.90	139,527.50	2.90	-139,524.60	1,675,000.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 07/31/2020

Account Typ...	July Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	139,527.50	0.00	139,527.50	1,675,000.00
Total Fund: 361 - LIBRARY BUILDING ADDITION:	2.90	0.00	2.90	2.90	0.00
Fund: 362 - 2020 GO BONDS					
Revenue	0.00	165,267.20	0.00	-165,267.20	1,984,000.00
Expense	0.00	165,310.52	0.00	165,310.52	1,984,000.00
Total Fund: 362 - 2020 GO BONDS:	0.00	-43.32	0.00	43.32	0.00
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	3,246.29	80,808.33	3,246.29	-77,562.04	969,700.00
Expense	6,628.23	122,474.99	6,628.23	115,846.76	1,469,700.00
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	-3,381.94	-41,666.66	-3,381.94	38,284.72	-500,000.00
Fund: 383 - COLISEUM REMODEL					
Revenue	95,180.52	4,015.06	95,180.52	91,165.46	48,200.00
Expense	440,302.62	129,729.41	440,302.62	-310,573.21	1,556,783.00
Total Fund: 383 - COLISEUM REMODEL:	-345,122.10	-125,714.35	-345,122.10	-219,407.75	-1,508,583.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	15.13	0.00	15.13	15.13	0.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	15.13	0.00	15.13	15.13	0.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Expense	134,912.81	0.00	134,912.81	-134,912.81	0.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	134,912.81	0.00	134,912.81	-134,912.81	0.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	0.00	630,064.00	0.00	-630,064.00	7,560,768.00
Expense	272,638.01	630,001.54	272,638.01	357,363.53	7,560,768.41
Total Fund: 610 - WATER POLLUTION CONTROL:	-272,638.01	62.46	-272,638.01	-272,700.47	-0.41
Fund: 611 - WPCP REVENUE					
Revenue	955,435.23	648,524.64	955,435.23	306,910.59	7,782,296.00
Expense	0.00	642,559.00	0.00	642,559.00	7,710,768.00
Total Fund: 611 - WPCP REVENUE:	955,435.23	5,965.64	955,435.23	949,469.59	71,528.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	0.00	12,495.00	0.00	-12,495.00	150,000.00
Expense	335,831.46	12,500.00	335,831.46	-323,331.46	150,000.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	-335,831.46	-5.00	-335,831.46	-335,826.46	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	1,998.07	2,083.33	1,998.07	-85.26	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	1,998.07	2,083.33	1,998.07	-85.26	25,000.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	148.00	1,291.66	148.00	-1,143.66	15,500.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	148.00	1,291.66	148.00	-1,143.66	15,500.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 07/31/2020

Account Typ...	July Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 690 - TRANSIT OPERATING					
Revenue	12,777.02	67,258.72	12,777.02	-54,481.70	807,105.00
Expense	52,311.85	66,809.02	52,311.85	14,497.17	801,936.92
Total Fund: 690 - TRANSIT OPERATING:	-39,534.83	449.70	-39,534.83	-39,984.53	5,168.08
Fund: 740 - STORM SEWER UTILITY					
Revenue	126,118.14	123,916.66	126,118.14	2,201.48	1,487,000.00
Expense	46,869.25	79,818.12	46,869.25	32,948.87	958,024.69
Total Fund: 740 - STORM SEWER UTILITY:	79,248.89	44,098.54	79,248.89	35,150.35	528,975.31
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	0.00	223,333.33	0.00	-223,333.33	2,680,000.00
Expense	1,035.50	223,333.33	1,035.50	222,297.83	2,680,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	-1,035.50	0.00	-1,035.50	-1,035.50	0.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	7,530.69	5,004.13	7,530.69	2,526.56	60,050.00
Expense	6,424.58	5,174.58	6,424.58	-1,250.00	62,119.63
Total Fund: 750 - COMPOSTING FACILITY:	1,106.11	-170.45	1,106.11	1,276.56	-2,069.63
Fund: 751 - TORNADO - COMPOST					
Revenue	44,096.75	51,366.82	44,096.75	-7,270.07	616,439.00
Total Fund: 751 - TORNADO - COMPOST:	44,096.75	51,366.82	44,096.75	-7,270.07	616,439.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	12,786.00	3,416.66	12,786.00	9,369.34	41,000.00
Expense	11,887.26	3,357.21	11,887.26	-8,530.05	40,294.17
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	898.74	59.45	898.74	839.29	705.83
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	11,820.21	0.00	11,820.21	11,820.21	0.00
Expense	4,137.54	0.00	4,137.54	-4,137.54	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	7,682.67	0.00	7,682.67	7,682.67	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	235,847.57	0.00	235,847.57	235,847.57	0.00
Expense	392,669.13	0.00	392,669.13	-392,669.13	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-156,821.56	0.00	-156,821.56	-156,821.56	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	69.12	0.00	69.12	69.12	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	69.12	0.00	69.12	69.12	0.00
Fund: 910 - POLICE PENSION - T & A					
Expense	1,702.14	0.00	1,702.14	-1,702.14	0.00
Total Fund: 910 - POLICE PENSION - T & A:	1,702.14	0.00	1,702.14	-1,702.14	0.00
Fund: 913 - 911 COMMISION					
Revenue	41,005.48	0.00	41,005.48	41,005.48	0.00

Account Typ...	July Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	93,803.81	0.00	93,803.81	-93,803.81	0.00
Total Fund: 913 - 911 COMMISION:	-52,798.33	0.00	-52,798.33	-52,798.33	0.00
Report Total:	-1,015,944.67	-641,960.65	-1,015,944.67	-373,984.02	-7,711,465.31

Fund Summary

Fund	July Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-996,933.23	411.05	-996,933.23	-997,344.28	-0.46
010 - CASH FLOW RESERVE FUND	4,453.42	8,776.16	4,453.42	-4,322.74	105,314.00
030 - CAPITAL RESERVE	-9,388.85	5.33	-9,388.85	-9,394.18	0.00
031 - CAPITAL RSRV-BLDG MAINT	80,662.52	-14,858.33	80,662.52	95,520.85	-178,300.00
032 - CIP LARGE VEHICLE/EQUIPMI	0.00	-26,503.57	0.00	26,503.57	-318,000.00
110 - ROAD USE TAX	-5,196.15	-181,551.36	-5,196.15	176,355.21	-2,179,495.72
112 - EMPLOYEE BENEFITS FUND	31,397.74	6,155.82	31,397.74	25,241.92	73,870.00
117 - POLICE/FIRE RETIREMENT	14,135.66	2,548.43	14,135.66	11,587.23	30,096.00
119 - EMERGENCY FUND	2,763.25	553.33	2,763.25	2,209.92	6,640.00
121 - LOCAL OPTION SALES TAX	322,696.86	-130,925.99	322,696.86	453,622.85	-1,571,119.00
125 - TAX INCREMENT FINANCING	12,588.39	-3,238.49	12,588.39	15,826.88	-38,862.00
126 - TIF-LMI	51.23	0.83	51.23	50.40	10.00
130 - CITY TORT LIABILITY	7,428.96	-793.73	7,428.96	8,222.69	-9,525.00
132 - GRANTS-STATE/LOCAL AGEN	111,804.00	0.00	111,804.00	111,804.00	0.00
140 - PARK & REC DONATION FUNI	3,473.65	-333.32	3,473.65	3,806.97	-4,000.00
141 - MTOWN TENNIS ASSOC	3.30	1.66	3.30	1.64	20.00
142 - SOFTBALL ASSOCIATION FUN	6,320.00	1.39	6,320.00	6,318.61	0.13
144 - LIVE HEALTHY IOWA	2.84	12.22	2.84	-9.38	148.88
145 - TORNADO GENERAL	-167,988.55	39,276.23	-167,988.55	-207,264.78	471,315.00
146 - FEMA VALOR	0.00	4,687.15	0.00	-4,687.15	56,246.00
147 - FEMA DEMO	-71,250.00	5,000.00	-71,250.00	-76,250.00	60,000.00
148 - FEMA-COVID19	-10,571.65	0.00	-10,571.65	-10,571.65	0.00
150 - COPS FAST GRANTS	-247.93	264.16	-247.93	-512.09	3,170.90
151 - DEPT OF JUSTICE GRANTS	0.00	0.33	0.00	-0.33	0.00
152 - POLICE UNDESIGNATED GRAI	1,840.66	803.62	1,840.66	1,037.04	9,650.00
153 - POLICE DEPT DONATION FUN	221.96	-562.28	221.96	784.24	-6,750.00
156 - FIRE DEPT DONATION FUND	12.20	-250.00	12.20	262.20	-3,000.00
157 - FIRE DEPT GRANTS	9.61	5.00	9.61	4.61	60.00
160 - ECONOMIC DEVELOPMENT G	98.00	29.16	98.00	68.84	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	20.44	15.41	20.44	5.03	185.00
170 - LIBRARY DONATION FUND	168.60	-3,024.16	168.60	3,192.76	-36,300.00
177 - SEIZED ASSETS (POLICE)	62.65	25.00	62.65	37.65	300.00
179 - OTHER COMM AND ECON DE	145.93	0.00	145.93	145.93	0.00
180 - HOUSING GRANTS	51.31	0.00	51.31	51.31	0.00
183 - FY 08 EDI (ECON DEV INCENT	0.00	-53.31	0.00	53.31	-640.00
184 - VOUCHERS - 002, 003	-6,045.91	2,073.99	-6,045.91	-8,119.90	24,841.91
189 - #6 HUD LEAD GRANT	-2,760.81	48.26	-2,760.81	-2,809.07	-0.13
200 - GO BONDS DEBT FUND	-3,454.10	2,620.30	-3,454.10	-6,074.40	32,574.00
300 - CIP COLLECTION FUND	7,441.43	722.66	7,441.43	6,718.77	8,672.00
311 - RISE STREET GRANTS	-11,930.45	333.34	-11,930.45	-12,263.79	4,000.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 07/31/2020

312 - AIRPORT PROJECT FUND	-4,182.30	0.00	-4,182.30	-4,182.30	0.00
320 - SPECIAL ASSESSMENT PROJEC	0.00	416.66	0.00	-416.66	5,000.00
340 - BIKE PATH PROJECT FUND	29,429.80	0.01	29,429.80	29,429.79	0.00
341 - TREES FOREVER PROJECT	25.07	0.00	25.07	25.07	0.00
350 - GO BONDS CAPITAL PROJECT	16.66	0.00	16.66	16.66	0.00
354 - POLICE & FIRE STATIONS	-15,903.87	0.00	-15,903.87	-15,903.87	0.00
355 - 2015 GO BONDS (D&D)	-1,436.65	-8,796.59	-1,436.65	7,359.94	-105,600.00
357 - 2018 CY STREET PROJECTS	0.00	1.66	0.00	-1.66	0.00
360 - 2019 GO BONDS & PROJECTS	-92,903.29	-283,636.50	-92,903.29	190,733.21	-3,405,000.00
361 - LIBRARY BUILDING ADDITION	2.90	0.00	2.90	2.90	0.00
362 - 2020 GO BONDS	0.00	-43.32	0.00	43.32	0.00
381 - 2019 CY STREET,SIDEWALK,P	-3,381.94	-41,666.66	-3,381.94	38,284.72	-500,000.00
383 - COLISEUM REMODEL	-345,122.10	-125,714.35	-345,122.10	-219,407.75	-1,508,583.00
392 - TIF DISTRICT III CAP PROJECT	15.13	0.00	15.13	15.13	0.00
395 - ECONOMIC DEVELOPMENT P	-134,912.81	0.00	-134,912.81	-134,912.81	0.00
610 - WATER POLLUTION CONTROL	-272,638.01	62.46	-272,638.01	-272,700.47	-0.41
611 - WPCP REVENUE	955,435.23	5,965.64	955,435.23	949,469.59	71,528.00
612 - WPCP REVENUE BOND FUND	-335,831.46	-5.00	-335,831.46	-335,826.46	0.00
614 - WPCP CAPITAL IMPROVEMENT	1,998.07	2,083.33	1,998.07	-85.26	25,000.00
617 - SANITARY SEWER NEW CONSTRUCTION	148.00	1,291.66	148.00	-1,143.66	15,500.00
690 - TRANSIT OPERATING	-39,534.83	449.70	-39,534.83	-39,984.53	5,168.08
740 - STORM SEWER UTILITY	79,248.89	44,098.54	79,248.89	35,150.35	528,975.31
741 - 2016 GO STORM WATER PROJECT	-1,035.50	0.00	-1,035.50	-1,035.50	0.00
750 - COMPOSTING FACILITY	1,106.11	-170.45	1,106.11	1,276.56	-2,069.63
751 - TORNADO - COMPOST	44,096.75	51,366.82	44,096.75	-7,270.07	616,439.00
760 - P&R CONCESSIONS ENTERPRISE	898.74	59.45	898.74	839.29	705.83
881 - OCCUPATIONAL INSURANCE	7,682.67	0.00	7,682.67	7,682.67	0.00
884 - GROUP HEALTH INSURANCE	-156,821.56	0.00	-156,821.56	-156,821.56	0.00
886 - WORKMAN'S COMP DEDUCTION	69.12	0.00	69.12	69.12	0.00
910 - POLICE PENSION - T & A	-1,702.14	0.00	-1,702.14	-1,702.14	0.00
913 - 911 COMMISSION	-52,798.33	0.00	-52,798.33	-52,798.33	0.00
Report Total:	-1,015,944.67	-641,960.65	-1,015,944.67	-373,984.02	-7,711,465.31

**RESOLUTION APPROVING EMPLOYMENT CONTRACT AMENDMENTS
FOR CITY ADMINISTRATOR JESSICA KINSER**

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

WHEREAS, the Council has amended the original contract effective November 14, 2021; and

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

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

Section 1. Section 5 – Term of Employment, subsection B shall be amended to read, “Employer shall employ employee for a period of five years which period shall commence the 14th day of November, 2021”.

Section 2. Section 6 – Terminations and Severance Pay, subsection A of the contract shall remain unchanged.

Section 3. Section 8 – Vacations, Sick Leave, Holiday Pay and Military Leave, subsection A shall be amended to read, “Employee vacation effective November 14, 2021 shall accrue each pay period at the rate of 1/26th of 5 weeks, credited on her/his anniversary date. Employee may carry over a maximum of five days of vacation time into the next anniversary year.

Passed on this 23rd day of November, 2020, and signed on this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING SALARY ADJUSTMENT FOR CITY
ADMINISTRATOR JESSICA KINSER**

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

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

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

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

Section 1. The salary adjustment for City Administrator Jessica Kinser in the amount of 2.0% is hereby fully approved in all respects.

Section 2. The Human Resources Director is hereby authorized and directed to implement this salary adjustment effective November 14, 2020.

Section 3. The City Administrator will be entitled to the cost of living adjustment on July 1, 2021 based on the non-union salary adjustment amounts.

Passed on this 23rd day of November, 2020, and signed on this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION TO APPROVE THE FAÇADE GRANT APPLICATION FOR MARLA'S
HEADLINER ON MAIN AT 118 WEST MAIN STREET, MARSHALLTOWN, IOWA**

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

WHEREAS, the Downtown Incentive Grant Committee has received an application for 118 West Main Street, which are occupied by Marla's Headliner on Main, and owned by Marla Grabenbauer, for new windows with signage and an ADA accessible door; and

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

WHEREAS, the owner has provided an estimate of construction costs of \$7,560.15 so 25% would be \$1,890.03; and

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

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve the grant up to \$1,890.03 for the reimbursement to Marla Grabenbauer for the facade improvement at 118 West Main Street.

Passed this 23rd day of November, 2020, and signed this ____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, 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

November 16, 2020

Dear Mayor and Councilors,

I am writing this to submit a Façade Incentive Grant request, on behalf of Marla Grabenbauer, the owner of Marla's Headliner on Main, located at 118 W Main St. Marla has plans to update her store front with new windows, a door that is ADA accessible, along with new signage on her windows. The new entrance will make the business more accessible to those who have disabilities, the energy efficient windows and accompanied signage will provide give a fresh look and feel to this long-standing Main Street business.

The Downtown Incentive Committee had discussion on November 12th, regarding this request. The request is as follows:

Signage	\$ 775.75
Storefront Rehab (windows & door)	<u>\$ 6,784.40</u>
Total	\$ 7,560.15 x 25% Reimbursement = \$1,890.03 Grant Request

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

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

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

for evidence of payment. Before reimbursement, a member of the Main Street Downtown Incentive Committee must inspect that the work has been completed, as well as contractor invoices and proof of payment to contractors for work completion must be submitted. The Main Street Downtown Incentive Committee/City reserves the right to request additional information.

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

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

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


Signature of Applicant

10/24/20
Date


Signature of Owner

10/21/20
Date

Return to:
Marshalltown CBD, Debbie Millizer, Director
216 E Main St. Suite #280
Marshalltown, IA 50158
Phone: 641-844-2001 Fax: 641-844-2002
director@marshalltownmainstreet.org

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

**Marshalltown Central Business District/
Facade Grant Application**

Marshall Glass
10 N TINKER AVE
MARSHALLTOWN, IA 50158

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

*Called 10/9/20
Tavis*

Federal Tax ID: 84-1936647

P/O:

Take By:
Installer:
Sales Rep:

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:
Adv. Code:

Workorder: W020459

Date: 8/20/2020
Time: 11:34 AM

Headliner
118 w. main
MARSHALLTOWN, IA 50158

Headliner
118 w. main
MARSHALLTOWN, IA 50158

(641) 752-3122

Qty	Part Number	Description	List	Disc%	Sell	Total
1	COM	Commercial Glazing Bronze framing 1" IG Tempered Glass	\$3,558.56	0	\$3,558.56	\$3,558.56
1	LA	Labor Removal of existing Frame and glass, Installation of new	\$1,632.00	0	\$1,632.00	\$1,632.00
1	MISC	Sealants and Fasteners	\$150.00	0	\$150.00	\$150.00
1	MISC	E&D Installations frameing up store front and expanding door for ADA size	\$1,000.00	0	\$1,000.00	\$1,000.00

Bronze Framing
1" Ig clear Tempered Glass
Standard entry door Hardware with 10" bottom rail
E & D installations to frame opening and wrap with break metal
and expand door opening to allow standard size door.

Total:

Sub Total: \$6,340.56

Tax: \$443.84

Total: \$6,784.40

Customer's Signature: _____

Balance: \$6,784.40



GAS GRAPHIX

INVOICE

Invoice #: 0033
Invoice date: Aug 30, 2020

Gas Graphix

Sieve
206 E Strait St
Gilman, IA 50108
United States

Amount due:
\$1,364.25

Phone: 641-750-0352
stevegra22s@hotmail.com
paypal.me/GasGraphix

Bill To:

Maria's Headliner

Description	Quantity	Price	Amount
Window decals- North side	1	\$350.00	\$350.00
Maria's Headliner w/Lower services. Includes install materials and fluids			
North upper metal sign	1	\$400.00	\$400.00
Mount, metal, paint, mount bolts & decals			
Labor @ \$75/hr	5	\$75.00	\$375.00
Metal sign install and decal install			
South Banner	1	\$150.00	\$150.00
Headliner Back Entrance			
Subtotal			\$1,275.00
Marshall County (7%)			\$89.25
Total			\$1,364.25 USD

not doing
Rec

Notes

Thank you for choosing Gas Graphix.
Any questions please call or email me.
stevegra22s@gmail.com

350
+ 375
725.00
76 50.75
\$ 775.75

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

F=Façade

C=Code

<u>Year</u>	<u>B=Both</u>	<u>Address</u>	<u>Owner</u>	<u>Grant Amt</u>	<u>Total Investment</u>
2006	F	36 E Main St	Those Ink Guys	5,003.00	\$20,015
2007	F	219 E Main St	Bob's Furniture	7,110.00	\$30,325
2007	F	117 W Main St	Mike's Bikes	7,395.00	\$31,927
2008	F	118 W Main St	Headliner	5,743.00	\$22,973
2010	F	107 N Center St	Showroom Auto	21,698.00	\$179,528
2010	F	118 E Main St	Peglow Law	8,500.00	\$49,545
2010	B	101 W Main St	Devaul Inc	14,994.00	\$105,000
2010	F	5 W Main St	Ocean City	16,693.00	\$91,243
2011	B	4 E Main St	Zamora Market	2,688.50	\$50,000
2012	B	5 W Boone St	Don Anderson	13,121.50	\$160,609
2013	B	134 E Main St	Common Bond	45,500.00	\$8,000,000
2013	B	119 E Main St	Kester	20,000.00	\$160,000
2014	F	105 W Main St	McGregor - Antique	12,500.00	\$180,000
2015	B	125-131 E Main St	Hagstrand - Kibbey (Downtown Leases & Lofts)	50,972.50	\$282,776
2015	C	208 E Church St	Aaron Benscoster	20,000.00	\$490,000
2015	F	16 E Main St	CGA	5,740.00	\$22,960
2015	F	119 E Main St	Kester	5,445.70	\$24,053
2015	F	207 E Church St	Stufflebeam Plaza	2,583.75	\$29,622
2017	B	116 W Main St; Optical Center	Schossow	8,500.00	\$38,650
2019	F	216-218 E. Main St.	Hawkins & Urbanowski	2,539.50	\$10,158
2019	F	14 E. Main: Northwestern	CGA Properties	8,371.75	\$33,487
2019	F	17 N. 1st St.	Avalos	8,500.00	\$35,303
2019	F	19-21 S. 2nd Ave	Hagstrand	10,728.00	\$42,915
2019	F	30 E Main (Façade)	Miller	5,500.73	\$22,003
2019	C	30 E. Main (Code Upgrade)	Miller (\$15,284.25 withdrawn 8/6/20)		
2019-306	C	10 E. Main 2nd Floor (Code Upgrade)	Professional Developers	7,930.50	\$31,722
2019-328	F	128 E. Main Street (Façade)	CKROBIN: Craig Robinson	1,821.16	\$7,285
2019-336	F	116 W Main St; Optical Center (East wall)	Schossow	12,500.00	\$84,240
2020-065	C	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,819.50	\$15,278
2020-160	F	102 E. State Street	Big 8 Tyre	4,869.82	\$19,479
2020-172	F	207 E. Main St. (Code upgrade)	Grey: Dave's Bar	3,873.40	\$15,494
2020-190	F	32 E. Main/8 N 1st St	Bplus Properties (SportsPlus & In-Stitches)	10,163.75	\$40,655
2020-195	C	201 E. Main Street (Code upgrade)	M'town Senior Living Residences	20,000.00	\$103,580
2020-195	F	201 E. Main Street (Facade)	M'town Senior Living Residences (3 sides)	28,812.50	\$121,484
2020-239	F	4 E. Main Street (Façade & Code upgrade)	Zamora's Fresh Market	12,500.00	\$102,356
2020-274	F	14-16 E. Main St (Façade)	Matt Garber (NW Mutual & CGA)	4,250.00	\$17,000
2020-275	C	13 N. 1st Street (Code upgrade)	Gabriella Vagas Avalos	16,569.01	\$66,276
	F	120 E. Main Street (Façade)	Sonia Morceigo (7 Rayos Liquor Store)	3,009.38	\$12,038
SUB-TOTAL				439,946.95	\$10,749,979

COUNCIL REALLOCATED TO MCB D FOR OPERATIONS DUE TO TORNADO FY19

40,000.00

TOTAL COMMITTED
479,946.95
CERTIFIED FUNDS
390,000.00

9-28-19 Council approved additional funding for FY20 from TIF Cash on Hand

20,000.00

9-28-19 Council approved additional funding for FY21 \$40,000

40,000.00

7-13-20 Council approved additional funding for FY21 \$80,000

80,000.00

BALANCE REMAINING BEFORE COUNCIL APPROVAL NOV 23 2020
50,053.05

Facade request for consideration 11/23/2020: 118 W. Main St.:Marla Grabenbauer (Headliner)

1,890.03

Code upgrade request for consideration 11/23/2020: 210 E. Main -Deim Holdings

19,642.54

Balance if requests approved

28,520.48

**RESOLUTION TO APPROVE THE CODE BUILDING UPGRADE GRANT
APPLICATION FOR DEIM HOLDINGS LLC AT 210 EAST MAIN STREET,
MARSHALLTOWN, IOWA**

WHEREAS, the City created a program under which grants are provided to owners or business tenants of buildings in the Urban Renewal Area No. 4 for the purpose of upgrading to City code and the Marshalltown Central Business District administers the Code Building Upgrade Grant Program; and

WHEREAS, the Downtown Incentive Grant Committee has received an application for 210 East Main Street, which is owned by Deim Holdings LLC, for fire walls and self-closing doors, electrical upgrades and emergency lighting, sprinkler code upgrades, fire monitoring panel and outdoor alarm, watermain and sprinkler main shutoff; and

WHEREAS, the property owners or business tenants who will make at least \$5,000 in qualifying improvements for City code upgrade expenses are eligible to receive a matching grant and the grant can reimburse eligible construction costs up to 25% or up to \$20,000, whichever is less; and

WHEREAS, the owner has provided an estimate of \$78,470.18 so 25% would be \$19,617.54; and

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

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to approve up to \$19,617.54 for the code building upgrade grant and for the reimbursement to Deim Holdings LLC, for fire walls and self-closing doors, electrical upgrades and emergency lighting, sprinkler code upgrades, fire monitoring panel and outdoor alarm, watermain and sprinkler main shutoff at 210 East Main Street, Marshalltown, Iowa.

Passed this 23rd day of November, 2020, and signed this ____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, 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

November 16, 2020

Dear Mayor and Councilors,

I am writing this to submit a City Code Upgrade Grant request on behalf Deim Holdings LLC, located at 210 E. Main. Deim Holdings's building is compromised of three upper story housing units of which two are leased apartments, and the third living space is owner occupied. The nearly 12,000 sq. feet of ground floor space is available for retail, office and other development following code improvements to the fire monitoring and suppression system. The water and sprinkler main shutoffs are buried under Main Street with years of overlayment, A small leak has developed and in order to maintain adequate potable and fire control water pressure, these lines will need to be trenched with shut offs brought to the service. The investment into this property's fire suppression would lead to the development of available space in the downtown for businesses to settle into.

The Downtown Incentive Committee had discussion on November 13th, regarding this request. The request is as follows:

Fire Walls & Self Closing Doors	\$ 8,200.00
Electrical Upgrades & Emergency Lighting	\$ 5,630.38
Sprinkler Code Upgrades	\$11,790.00
Fire Monitoring Panel & Outdoor Alarm	\$ 3,949.80
Watermain & Sprinkler Main Shutoff	<u>\$48,900.00</u>
Total	\$78,470.18 x 25% Reimbursement = \$19,617.54 Grant Request

This request complies with the City Code Upgrade Grant guidelines. Committee members, Diana Steiner, Joe Roenfelt and Deb Millizer recommend to approve this request. Doug Husak was not available for this discussion.

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

Regards,

Deb Millizer
Executive Director
Marshalltown Central Business District

Marshalltown Central Business District City Code Building Upgrade Grant Application

Property Information:

Address: 210 East Main Street, Marshalltown, IA 50158
Current Tenant (Business Name): Deim Holding, LLC
Use: Multi Use Comm/Res. Zoning: Commercial/Residential

Applicant Information:

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

Name of Applicant: Deim Holding, LLC
Mailing Address: 210 East Main Street, Marshalltown, IA 50158
Street City, State Zip
Phone: 641-352-0047 Fax: Cell:

Owner Information (If different from applicant information):

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

Legal Name of Owner: _____
Mailing Address: _____
Street City, State Zip
Phone: _____ Fax: _____ Cell: _____

Proposed use of funds City Code Expense Spreadsheet Attached

Est. Cost

(Check all that apply)

Spreadsheet Attached on Following Page

Grant Request \$19,617.54

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

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The owner invites Main Street Downtown Incentive Committee/City representatives to make all reasonable

Amended

	Amount	Contractor	Requested Amount (25% Match)
Building Code Upgrades			
Fire System Upgrades			
Fire Walls and Self Closing Doors		\$8,200	King Construction (or alternative contractor)
Electrical Upgrades and Emergency Lighting		\$5,630.38	Hawkins Electrical Service (or alternative contractor)
Sprinkler Code Upgrades		\$11,790	Blackhawk Sprinklers
Fire Monitoring Panel and Outdoor Alarm Power		<u>\$3,949.80</u>	Marshalltown Alarm
		\$29,570.18	
		<u>48,900</u>	
		\$49,000	
		Hartwig Plumbing	
Watermain and Sprinkler Main Shutoff Replacement			

$$\underline{\$78,470.18} \times 25\% = \$19,617.54$$

~~\$7,395.20~~

~~\$12,250~~

inspections, investigations and take pictures of the subject property during the processing period of this request.

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

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

Signature of Applicant

Tom [Signature] (President) *Elizabeth [Signature]* (V. President) *11/1/20*

Signature of Owner(s)

Date

Date

Return to:

Marshalltown Central Business District, Debbie Millizer, Director

16 E Main St, Suite #280

Marshalltown, IA 50158

Phone: 641-844-2001 Fax: 641-844-2002

director@marshalltownmainstreet.org

**Work commenced prior to Approval of the City Code
Building Upgrade Application is not eligible.**

Marshalltown Central Business District/City
City Code Building Upgrade Grant Application

Strand Bakery Building History and Project Description

The property was built in the early 1900's with multiple additions over the years. Historically it was an industrial bakery before becoming a popcorn factory in the early 1980 - 1993 and then utilized as a transmission decommissioning operation before being converted to its current use in 2004.

The building has a total of approximately 29,000 sq. feet on multiple levels. The upper level has an owner-occupied loft and 2 one-bedroom apartments. The apartments are occupied/inspected per the Marshalltown Rental Code. The main level currently has two tenants on the east side of the building (3rd Generation Upholstery and Sucher Law Firm). These units are individual retail and office suites separate from the Main Street Commercial Space pertaining to this write-up and fall under different requirements due to their size and ingress/egress access.

The main floor of the primary building (excluding the law firm and upholstery shop) has been vacant since the previous owners purchased and renovated the building to its current use due to not being to code and the lack of desire to bring it to code. Currently, the space is ineligible to receive a long-term occupancy permit.

- The space contains the owner's garage
- A currently non-leasable 4000 sq. feet warehouse with a semi dock height door and parking area
- Mainstreet and 2nd Avenue frontage available for retail, office and other development following code improvements. This area is approximately 12,000 sq. feet of usable commercial and retail space.
- The 1/4-acre lot (formerly Charlie's Bar) on the corner of Main Street and 2nd Ave is also under owner control and is intended to be developed in a manner that complements other investments in the area for parking to serve the building and potentially adjacent areas.

The initial phase of the buildout is to bring the space to a level of minimal occupancy for the first 24 – 36 months while working with architects and designers for the ultimate buildout of retail and professional office space. The entire building is currently sprinkled but requires work that includes sprinkler head and riser valve replacement along with a 5-year standard inspection, fire control and monitoring measures, fire wall compartmentalization, water main improvements and additional wall and fire door code upgrades. These upgrades have been identified by working with the Josh Warnell, Marshalltown Fire Marshall, Scott Riemenschneider, Marshalltown Building Inspector, Marshalltown Alarm, King Construction, Hawkins electric and Blackhawk Sprinkler.

Long term (36 months +), the intent is to develop the property and adjacent lot in manner that is architecturally, aesthetically and functionally maximized for the plans of the city, our tenants and our neighbors.

The previous and current owners have a long history with Iowa Economy Development Authority and plans for the façade and architectural drawings have been completed. Our intent builds on this previous work and incorporate them into the long-term redevelopment of the property as has been done historically on the facade and awnings for the upholstery shop and law firm.

Current Code Upgrades

- **Fire Monitoring and Suppression Code Upgrades**

For the fire code upgrades we are pursuing will ultimately lead to being able to pull and occupancy permit for the unutilized space.

Marshalltown Alarm, Hawkins Electric, Hawkeye Sprinkler and King Construction (or identified available contractor) will be installing egress lighting, emergency exit lighting, fire control system, appropriate fire walls and doors and upgrades to the existing wet sprinkler system to allow for occupancy.

Total cost of these upgrades is approximately \$29,570.

- **Water and Sprinkler Main**

The water and sprinkler shutoffs are currently buried under Main Street with years of overlayment. There is a slight leak in one of the lines. In order to maintain adequate potable and fire control water pressure and have the ability to shutoff water to the building the lines will have to be trenched out of Main Street with shutoffs brought to the service.

Total Cost of these upgrades \$49,900.

Parcel Details for 841826458011

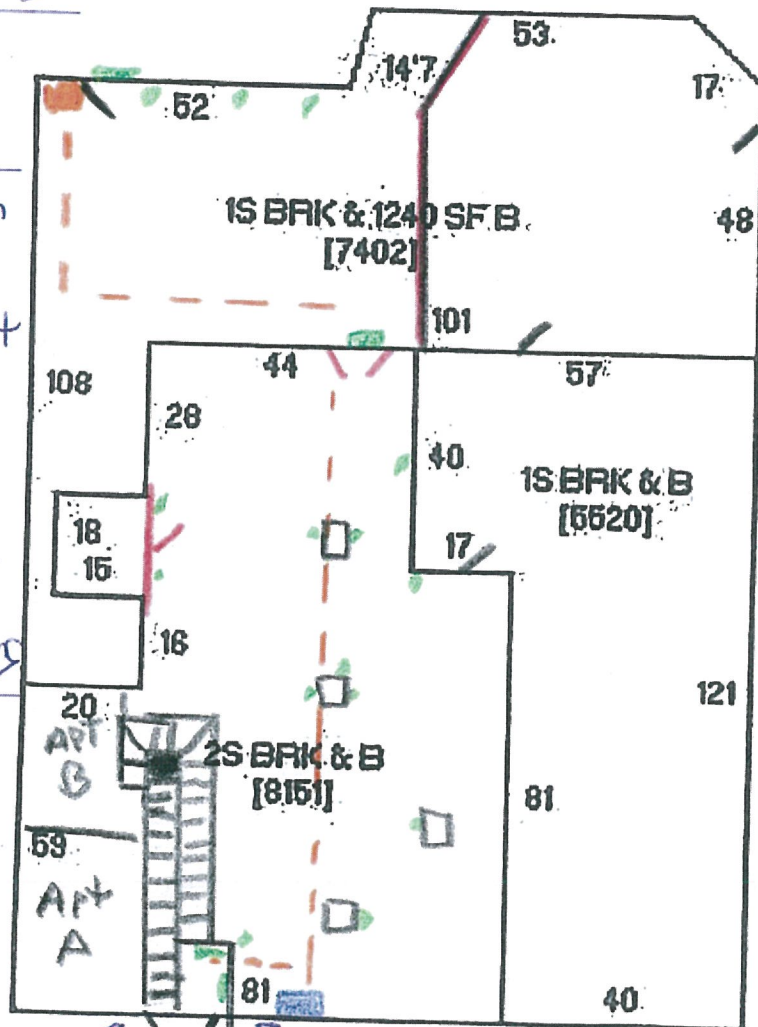
Building #1

— Fire Walls & Doors

■ Sprinkler Riser
& Water Main
In Basement

■ Electrical Main
--- New Dedicated
Electrical Circuit
For Fire Control
Panel and Exit
Egress Lighting

■ Emergency Exit
& Egress Lighting
Fire Control Panel



210 E. Main
Owner Entrance

214 E. Main,
Apartment & Commercial Entrance

Small

Description

1S B

TSF-B

5520

	HAWKINS ELECTRICAL SERVICE	912 S 14th Ave — Marshalltown, IA 641-753-1311 — Fax 641-753-1382 P.O. Box 141 — Laurel, IA 641-476-4400 — Fax 641-476-4401
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PROPOSAL SUMMARY

Proposal Submitted To	Email	Phone	Date
Tom Deimerly	deimholdings@gmail.com	641-352-0047	5-27-20
Street	Job Name		
	Exit and Egress Lighting		
City, State, Zip Code	Job Location		
Marshalltown, IA 50158			
Attention	Date of Plans	Terms	
Tom	N/A	Quote	

Hawkins Electrical Service is pleased to have the opportunity to quote this project.

Quote is to install 3 exit/egress combo light and 9 egress only fixtures per Fire Marshall's walk-thru. Along with the installation of these fixtures Hawkins Electric will run raceway, wire, and boxes to facilitate feeding room lighting.

Not Included in quote:

- Painting of conduit or equipment
- Patching of holes exposed by the removal or installation of equipment
- Applicable taxes

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of

Five Thousand Six Hundred Thirty Dollars and 38/100's

Dollars: \$5,630.38

Payment to be made as follows:

To be paid with-in 30 days of receipt of invoice.

All material to be provided as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above proposal involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All proposals contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Hawkins Electric workers are fully covered by Workers' Compensation Insurance. Hawkins Electric's quotes are based on the correctness and completeness of the proposal documents or discussions and are the sole responsibility of those who have prepared the proposal documents. This proposal covers only that work that is adequately shown, described and/or detailed in the above referenced proposal. When re-using existing equipment and materials, Hawkins Electric is not responsible for possible defects of workmanship or material that may surface during installation or operation of the above proposed system.

Mike Jones

Note: This proposal may be withdrawn by us if not accepted within 30 days of the above date.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

BLACKHAWK AUTOMATIC SPRINKLERS, INC.

FIRE PROTECTION CONTRACTORS • DESIGN, INSTALLATION & MAINTENANCE

P.O. BOX 998

CEDAR FALLS, IA 50613

TELEPHONE: (800) 232-7721

EMPLOYEE OWNED

525 EAST 18th STREET

FAX: (319) 277-0000

PROPOSAL

DATE August 12, 2020

TO: Tom Deimerly Building
210 East Main Street,
Marshalltown, Iowa 50158

RE: Partial Inspection Recommendations
Automatic Sprinklers Fire Protection

Att: Tom Deimerly

BLACKHAWK AUTOMATIC SPRINKLERS, INC. (SELLER) PROPOSES TO PROVIDE &/OR INSTALL:

Item 1: Replace approximately 428 damaged and over 50-year-old sprinklers in the basement and on 1st floor level.

Eight Thousand Six Hundred Ninety Dollars-----(\$8,690.00)

Note: Price does not include any sprinklers in blind spaces. I'm not sure if there are any sprinklers in blind spaces, but at the time of my site visit I noted some sprinkler piping disappearing above hard lid ceilings and I'm not sure what it was feeding.

Item 2: Perform 5-year testing & internal inspection of wet fire sprinkler system, install 6" flow switch & inspector's test on main system riser, remove alarm valve trim, replace 2" angle valve on main drain and 4" fire department connection check valve, both of which are leaking by. Wiring of flow switch is *not* included.

Three Thousand One Hundred Dollars-----(\$3,100.00)

NOTE: Due to the current tariff related volatility & unpredictability of the steel market our price is subject to change to cover potential material increases.

Note: All work to be done during regular daytime hours. Prices are good for thirty days. Prices Include Freight & Transportation of Men to Site.

EXCLUSIONS: Painting, Wiring, Supervisory Alarms, Special Markers, Centering of Sprinklers in Ceiling Tile, Special Environmental Requirements, Sprinklers in Combustible Blind Spaces, Installation From Other Than Concrete Slab Floors, Pollution Liability/Mold insurance coverage or any Overtime.

Our firm follows the State of Iowa, Illinois, Nebraska, Missouri and Wisconsin requirements as a licensed contractor and licensed sprinkler inspector. Our State of Iowa contractor license is FES-0769. Our State of Illinois contractor license is FSC0103. Our State of Nebraska contractor license is 15097. Our State of Wisconsin contractor license is 226122. All inspections performed per NFPA 25 Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems. All installations per NFPA 13 Standard for the Installation of Sprinkler Systems.

By Jeffrey G. Gors
Jeff Gors Blackhawk Automatic Sprinklers, Inc.

By _____
Tom Deimerly Building



MARSHALLTOWN ALARM

P.O. Box 1263 • Marshalltown, IA 50158
641-758-3400 • office@marshalltownalarm.com

PROPOSAL SUMMARY

Proposal Submitted To
Tom Dimerly

Job/WO #

Phone

Date

641-352-0047

6-5-2020

Street

210 E. Main St.

Job Name

Fire Alarm

City, State, Zip Code

Marshalltown IA. 50158

Job Location

Lower levels of site

Attention

Date of Plans

Terms

Tom

Marshalltown Alarms is pleased to have the opportunity to quote this project.

Install a fire panel to monitor the sprinkler system and have the ability to expand to monitor the future remodels of the facility. The fire panel will be placed in the main lobby, with a detector above the panel while a pull station will be in the riser and the flow switch will monitor the sprinkler system and power the existing outdoor bell. The panel will communicate via the internet with the use of a NAPCO communicator. The cost of this project will be \$3,949.80. The annual cost of monitoring via IP is \$325.00 via Cellular \$449.00.

This quote does NOT include painting or repair of walls or ceiling if required

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

Three thousand nine hundred forty nine dollars and eighty cents

Payment to be made as follows:

To be paid with-in 30 days of receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Acceptance of Proposal
will be made as outlined above.

- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment

Bill Heckel

Note: This proposal may be withdrawn by us if not accepted within 30 days of the above date.

Signature _____

Date _____



Construction & Overhead Door, Inc.

x **Iowa Falls Office:**
1205 N Oak Street
Iowa Falls, IA 50126
Phone: (641) 648-5575
Fax: (641) 648-3120
1-800-474-7974

Clear Lake Office:
1710 4th Avenue South
P.O. Box 602
Clear Lake, IA 50428
Phone: (641) 357-5575
Fax: (641) 357-5580

August 25, 2020

Tom Deimerly
Marshalltown, Iowa 50158

Re: Misc. Projects

Proposal

We will provide labor, equipment, and materials to complete the work as described below:

1. **Fire wall 20'x14'**- We will install 2x4 wood studs 16" o.c. and install 2- layers 5/8" Type "X" fire rated sheet rock each side of studs. First layer will be taped and mudded, 2nd layer to be alternating joints, tapped and mudded joints, orange peel finish and 2 coats of paint.

Total Price.....\$4,500

2. **Fire Wall 30'x2'**- We will install 2-layers of sheet rock 5/8" type "x" fire rated over existing studs with joints tapped and mudded, orange peel finish, and 2 coats of paint.

Total Price.....\$1,200

3. **Install steel fire door**- We will install a 3'x7' steel fire rated door and frame in existing wall. Door to have hydraulic closure and lever lockset.

Total Price.....\$2,500

Note: Proposal based off of assumptions anything other than listed above will be addressed with a change order.

Thank you for allowing us to prepare this quote for you!

Respectfully,

Lance Sharar
King Construction & Overhead Door Inc.

Accepted by Owner:

By: _____

Print: _____

Date: _____



PROPOSAL
HARTWIG PLUMBING & HEATING INC.
1002 WEST LINCOLN WAY
MARSHALLTOWN, IA 50158
641-752-5707
FAX – 641-753-3351

PROPOSAL SUBMITTED TO		FAX	DATE September 10, 2020
-STREET 210 EAST MAIN STREET		JOB NAME WATER SERVICE REPAIR	
CITY, STATE AND ZIP MARSHALLTOWN, IA 500158		JOB LOCATION	
ATTN:	E-MAIL ADDRESS		JOB PHONE

We hereby submit specifications and estimates for:

PRICE TO EXCAVATE AND REPAIR LEAKING WATER SERVICE ON MAIN STREET IN
MARSHALLTOWN.

TOTAL

\$48,900.00

THANK YOU!

		Authorized Signature _____
		Note: This proposal may be Withdrawn by us if not accepted within <u>60</u> days.
Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above. Date of Acceptance: _____		Signature _____ Signature _____

**RESOLUTION AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO
TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO.2**

WHEREAS, the City of Marshalltown, Iowa (the “City”), has established the Eastside TIF, Urban Renewal Area No. 2 (the “Urban Renewal Area”) and has created the Eastside TIF, Urban Renewal Area No. 2 Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has undertaken an urban renewal projects consistence with the Plan for and in the Urban Renewal Area (the “Project”); and

WHEREAS, in order to cover the costs of the Project and to make such costs eligible to be reimbursed from future incremental property tax revenues, it is necessary to make an internal loan transfer;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The following costs have been incurred and are eligible to be repaid out of future incremental property tax revenues received with respect to the Urban Renewal Area, for the following expenses:

<u>Vendor</u>	<u>Service</u>	<u>Amount</u>	<u>Invoice Date</u>
Dorsey & Whitney	Legal Services	<u>5,000</u>	7/21/2020
	Total to be reimbursed	\$5,000	

Passed this 23th day of November, 2020 and signed this ____day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

2020-

RESOLUTION AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO
TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO.2

WHEREAS, the City of Marshalltown, Iowa (the "City"), has established the Eastside TIF, Urban Renewal Area No. 2 (the "Urban Renewal Area") and has created the Eastside TIF, Urban Renewal Area No. 2 Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has undertaken an urban renewal projects consistence with the Plan for and in the Urban Renewal Area (the "Project"); and

WHEREAS, in order to cover the costs of the Project and to make such costs eligible to be reimbursed from future incremental property tax revenues, it is necessary to make an internal loan transfer;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The following costs have been incurred and are eligible to be repaid out of future incremental property tax revenues received with respect to the Urban Renewal Area, for the following expenses:

<u>Vendor</u>	<u>Service</u>	<u>Amount</u>	<u>Invoice Date</u>
Dorsey & Whitney	Legal Services	5,000	7/21/2020
	Total to be reimbursed	\$5,000	

Passed this 23th day of November, 2020 and signed this ____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk



DES MOINES OFFICE
515-283-1000

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Marshalltown, Iowa
Jessica Kinser, City Administrator
24 N Center Street
Marshalltown, IA 50158-4912

July 21, 2020
Invoice No. 3595512

Use Payable date of June 30 2020
001.6040.5234.000 Project 32301
Amend URA No. 2
Diana Steiner
7/28/20

Client-Matter No.: 422742-00032
Amend Urban Renewal Plan Area No. 2

For Legal Services Rendered Through June 30, 2020

INVOICE TOTAL

Total For Current Legal Fees	\$5,000.00
Total For Current Invoice	\$5,000.00

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

Mailing Instructions:
Dorsey & Whitney LLP
P.O. Box 1680
Minneapolis, MN 55480-1680

Wire Instructions:
U.S. Bank National Association
800 Nicollet Mall
Minneapolis, MN 55402

(This account is only for Wire/ACH payments)
ABA Routing Number: 091000022
Account Number: 1047-8339-8282
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

**RESOLUTION AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO
TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO.3**

WHEREAS, the City of Marshalltown, Iowa (the “City”), has established the Southside Retail TIF, Urban Renewal Area No. 3 (the “Urban Renewal Area”) and has created the Southside Retail TIF, Urban Renewal Area No. 3 Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has undertaken an urban renewal projects consistence with the Plan for and in the Urban Renewal Area (the “Project”); and

WHEREAS, in order to cover the costs of the Project and to make such costs eligible to be reimbursed from future incremental property tax revenues, it is necessary to make an internal loan transfer;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The following costs have been incurred and are eligible to be repaid out of future incremental property tax revenues received with respect to the Urban Renewal Area, for the following expenses:

<u>Vendor</u>	<u>Service</u>	<u>Amount</u>	<u>Invoice Date</u>
Marshalltown Area Chamber	Economic Development	50,000	Per agreement
Dorsey & Whitney	Legal Services	10,000	7/21/2020
Dorsey & Whitney	Legal Services	<u>1,500</u>	7/21/2020
	Total to be reimbursed	\$61,500	

Passed this 23th day of November, 2020 and signed this ____day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

RESOLUTION AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO
TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO.3

WHEREAS, the City of Marshalltown, Iowa (the "City"), has established the Southside Retail TIF, Urban Renewal Area No. 3 (the "Urban Renewal Area") and has created the Southside Retail TIF, Urban Renewal Area No. 3 Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has undertaken an urban renewal projects consistence with the Plan for and in the Urban Renewal Area (the "Project"); and

WHEREAS, in order to cover the costs of the Project and to make such costs eligible to be reimbursed from future incremental property tax revenues, it is necessary to make an internal loan transfer;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The following costs have been incurred and are eligible to be repaid out of future incremental property tax revenues received with respect to the Urban Renewal Area, for the following expenses:

<u>Vendor</u>	<u>Service</u>	<u>Amount</u>	<u>Invoice Date</u>
Marshalltown Area Chamber	Economic Development	50,000	Per agreement
Dorsey & Whitney	Legal Services	10,000	7/21/2020
Dorsey & Whitney	Legal Services	1,500	7/21/2020
Total to be reimbursed		\$61,500	

Passed this 23th day of November, 2020 and signed this ____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk



DES MOINES OFFICE
515-283-1000

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Marshalltown, Iowa
Jessica Kinser, City Administrator
24 N Center Street
Marshalltown, IA 50158-4912

July 21, 2020
Invoice No. 3595514

Show payable date as 6/30/20

001.5020.5234.000 Project 32201 \$1500
"Chamber Agreement Services 11/8-11/22/18"

#3

Client-Matter No.: 422742-00028
2017-2018 Urban Renewal Plan Amendments

001.5020.5234.000 Project 32401 \$1500
"MCBD Agreement services 7/25-11/21/18"

#4

Diana Steiner 7/29/2020

For Legal Services Rendered Through June 30, 2020

INVOICE TOTAL

Total For Current Legal Fees	\$3,000.00
Total For Current Invoice	\$3,000.00

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

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P.O. Box 1680
Minneapolis, MN 55480-1680

Wire Instructions:
U.S. Bank National Association
800 Nicollet Mall
Minneapolis, MN 55402

(This account is only for Wire/ACH payments)
ABA Routing Number: 091000022
Account Number: 1047-8339-8282
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

03523 / 422742-00028



#3

DES MOINES OFFICE
515-283-1000

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Marshalltown, Iowa
Jessica Kinser, City Administrator
24 N Center Street
Marshalltown, IA 50158-4912

July 21, 2020
Invoice No. 3595513

Use payable date of 6/30/20

Client-Matter No.: 422742-00033
Amend Urban Renewal Plan Area No. 3

001.5020.5234.000 Project 32201
"Amendment 7 for URA3 services 4/4/18-11/26/19"
Diana Steiner 7/29/2020

For Legal Services Rendered Through June 30, 2020

INVOICE TOTAL

Total For Current Legal Fees	\$10,000.00
Total For Current Invoice	\$10,000.00

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

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Account Number: 1047-8339-8282
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

2019-318

**AGREEMENT FOR ECONOMIC DEVELOPMENT
SERVICES**

THIS AGREEMENT entered into this 25 day of November, 2019, by and between **CITY OF MARSHALLTOWN, IOWA** (hereinafter "City"), and **MARSHALLTOWN AREA CHAMBER OF COMMERCE** (hereinafter "MACC").

WHEREAS, the City wishes to contract for Economic Development Consulting Services, and;

WHEREAS, MACC wishes to provide Economic Development Consulting Services to the City, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Consulting Services in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. **Term and Renewal.** This Agreement shall be for a term of five (5) years, effective July 1, 2019, and ending June 30, 2024. This agreement shall automatically renew for successive one year terms unless either party terminates the Agreement or in the event a new agreement is executed. Any renewal term is contingent on and subject to budget appropriation adopted annually by the City Council.

2. **Services to be Provided.** During the term of this Agreement, MACC shall:

- Respond to Request for Proposals received from the State of Iowa, Iowa Area Development Group or other sources.
- Conduct business recruitment activities designed to provide new jobs and an improved tax base for the community.
- Produce materials that market and promote the City including a website and information packets for prospective businesses.
- Provide quarterly analyses of economic data provided in the Digest.
- Build mutually beneficial relationships with national, state, and regional entities engaged in economic development.
- Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community.
- Facilitate programs for business retention and expansion for existing businesses in the City.
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the City's job base and improve the City's tax base.

within the City of Marshalltown.

- Develop or recommend training & education opportunities to start-up businesses.
- Provide resources to entrepreneurs as requested.

- B. **Business Attraction.** MACC shall take steps necessary to ensure that Marshalltown is involved in pursuing prospective businesses at local, state, and national levels. In addition, MACC shall actively promote the City at the state, and national, levels, particularly to companies identified in an economic development plan. MACC acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and MACC will pursue companies in the targeted sectors that meet those goals.

Performance measure:

- Conduct promotional or marketing visits annually with site selectors.
- Measure and track new businesses in Marshalltown.
- Report on employee headcount, wages, and capital investment attributed to the 10 largest employers.
- Advise on number of business contacts made and status of pending projects.
- Maintain active website with updated content related to economic development
- Create and maintain community profile with state and regional economic development agencies.

- C. **Strengthened Relationship with State and Regional Economic Development Organizations.** These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Marshalltown can do to provide an attractive business package. MACC shall serve as the primary point of contact for the City for economic development related purposes.

Performance measure:

- Regular meetings with State and Regional Economic Development Organizations and other relevant organizations
- Positive relationship with State and Regional Economic Development Organizations and appropriate communicated vision for Marshalltown.

- D. **Market Statistics and Demographics.** The City is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Marshalltown.

Performance measure:

- Utilize and provide updated market, trend, and demographic analysis through current studies of Marshall County and Marshalltown (as available) to inform

13. **Conflicts of Interest.** MACC agrees that no employee of MACC, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with MACC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Marshalltown Area Chamber of Commerce

City of Marshalltown

BY: _____
John Dawley, Board Chair

BY: _____
Joel Greer, Mayor

BY: _____
Lynn Olberding, President & CEO

ATTEST: _____
Shari Coughenour, City Clerk

**RESOLUTION AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO
TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO.4**

WHEREAS, the City of Marshalltown, Iowa (the “City”), has established the Uptown TIF, Urban Renewal Area No. 4 (the “Urban Renewal Area”) and has created the Uptown TIF, Urban Renewal Area No. 4 Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has undertaken an urban renewal projects consistence with the Plan for and in the Urban Renewal Area (the “Project”); and

WHEREAS, in order to cover the costs of the Project and to make such costs eligible to be reimbursed from future incremental property tax revenues, it is necessary to make an internal loan transfer;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The following costs have been incurred or may be incurred and are eligible to be repaid out of future incremental property tax revenues received with respect to the Urban Renewal Area, for the following expenses:

<u>Vendor</u>	<u>Service</u>	<u>Amount</u>	<u>Invoice Date</u>
Miscellaneous	Façade/Code upgrade	40,000	As invoiced
MCBD	Assist.Busi.for Covid19	35,000	4/17/2020
Aborratos La Salud	Demo- 14 N 1 st St	7,620	6/09/2020
Dorsey & Whitney	Legal Services	11,000	7/21/2020
Dorsey & Whitney	Legal Services	<u>1,500</u>	7/21/2020
	Total to be reimbursed	\$95,120	

Passed this 23th day of November, 2020 and signed this ____day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

2020-

RESOLUTION AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO
TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO.4

WHEREAS, the City of Marshalltown, Iowa (the "City"), has established the Uptown TIF, Urban Renewal Area No. 4 (the "Urban Renewal Area") and has created the Uptown TIF, Urban Renewal Area No. 4 Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has undertaken an urban renewal projects consistence with the Plan for and in the Urban Renewal Area (the "Project"); and

WHEREAS, in order to cover the costs of the Project and to make such costs eligible to be reimbursed from future incremental property tax revenues, it is necessary to make an internal loan transfer;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. The following costs have been incurred or may be incurred and are eligible to be repaid out of future incremental property tax revenues received with respect to the Urban Renewal Area, for the following expenses:

<u>Vendor</u>	<u>Service</u>	<u>Amount</u>	<u>Invoice Date</u>
Miscellaneous	Façade/Code upgrade	40,000	As invoiced
MCBD	Assist.Busi.for Covid19	35,000	4/17/2020
Aborratos La Salud	Demo- 14 N 1 st St	7,620	6/09/2020
Dorsey & Whitney	Legal Services	11,000	7/21/2020
Dorsey & Whitney	Legal Services	1,500	7/21/2020
Total to be reimbursed		\$95,120	

Passed this 23th day of November, 2020 and signed this ____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor
ATTEST:

Alicia Hunter, City Clerk

PC # 1086

125.5020.5331.000 Project 66002002 "Extra Operational Support due to Pandemic"
Pay vendor 102146 \$35,000 Diana Steiner 4/29/20
2020-105

**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.

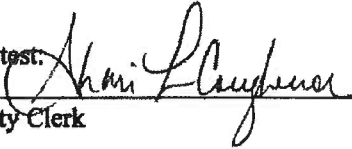
Passed and approved April 17, 2020.

Mayor

Handwritten signature of Joel L. Green in cursive script, written over a horizontal line.

Attest:

City Clerk

Handwritten signature of Anni L. Campbell in cursive script, written over a horizontal line.

**RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT GRANT TO
ABERROTES LA SALUD FOR THE DEMOLITION OF 14 NORTH 1ST STREET**

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 approved Amendment No. 2 to the urban renewal plan for the Urban Renewal Area on August 14, 2017, which included the description of an urban renewal project related to funding the demolition of dangerous and dilapidated buildings in the Urban Renewal Area and authorized the use of up to \$1,000,000 in incremental property tax revenues for this purpose; and

WHEREAS, the City has received a request from Aberrotes La Salud for a grant of incremental property tax revenues in the amount of \$7,620.49, (the "Grant") to be used in the demolition of the commercial structure located at 14 North 1st Street (the "Project"); and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

- (a) The Project will remove a blighted structure from the Urban Renewal Area and will make it possible for new development to occur;
- (b) The Project will generate public gains and benefits which are warranted in comparison to the amount of the proposed Grant.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by providing a grant to Aberrotes La Salud and the Grant, in the amount of \$7,620.49, is hereby approved.

Section 3. The Grant shall be paid from incremental property tax revenues generated within the Urban Renewal Area.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.



DES MOINES OFFICE
515-283-1000

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Marshalltown, Iowa
Jessica Kinser, City Administrator
24 N Center Street
Marshalltown, IA 50158-4912

July 21, 2020
Invoice No. 3595514

Show payable date as 6/30/20

001.5020.5234.000 Project 32201 \$1500
"Chamber Agreement Services 11/8-11/22/18" #3

Client-Matter No.: 422742-00028
2017-2018 Urban Renewal Plan Amendments

001.5020.5234.000 Project 32401 \$1500
"MCBD Agreement services 7/25-11/21/18" #4

Diana Steiner 7/29/2020

For Legal Services Rendered Through June 30, 2020

INVOICE TOTAL

Total For Current Legal Fees \$3,000.00

Total For Current Invoice \$3,000.00

For your convenience, please remit payment to the address below or we offer the option of remitting payment electronically by wire transfer. If you have any questions regarding this information, please contact the lawyer you are working with on this project or Dorsey's Accounts Receivable Department at 1-800-861-0760. Thank you.

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Dorsey & Whitney LLP
P.O. Box 1680
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800 Nicollet Mall
Minneapolis, MN 55402

(This account is only for Wire/ACH payments)
ABA Routing Number: 091000022
Account Number: 1047-8339-8282
Swift Code: USBKUS44IMT

Please make reference to the invoice number

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

03523 / 422742-00028



#4

DES MOINES OFFICE
515-283-1000

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Marshalltown, Iowa
Jessica Kinser, City Administrator
24 N Center Street
Marshalltown, IA 50158-4912

July 21, 2020
Invoice No. 3596040

Use payable date 6/30/20
001.5020.5234.000 Project 32401
"Development agreements with Flint Hills,
Goodman, and Regalado FY20"

Diana Steiner 7/29/20

Client-Matter No.: 422742-00036
2019-2020 Urban Renewal Development Agreements

For Legal Services Rendered Through June 30, 2020

INVOICE TOTAL

Total For Current Legal Fees	\$11,000.00
Total For Current Invoice	\$11,000.00

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Minneapolis, MN 55480-1680

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Minneapolis, MN 55402

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ABA Routing Number: 091000022
Account Number: 1047-8339-8282
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY

**RESOLUTION APPROVING THE FY20 ANNUAL URBAN RENEWAL
REPORT FOR THE CITY OF MARSHALLTOWN**

WHEREAS, the City's Finance Staff have completed the FY2020 Annual Urban Renewal Report; and

WHEREAS, the Council must approve the report; and

WHEREAS the council finds this action is in the best interest of the City of Marshalltown, Iowa.

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: to approve the FY2020 Annual Urban Renewal Report.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, 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

November 19, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: **FY2020 Annual Urban Renewal Report**

Policy Issue: Council must approve the annual urban renewal report.

Recommendation: Staff recommends approving the FY2020 annual urban renewal report. This report is due to the Iowa Department of Management by December 1, 2020.

Background: The Finance Department has prepared the Fiscal Year 2020 annual urban renewal report for your review. This report reflects the activity for fiscal year 2020, which ended June 30, 2020. On page 1, you will notice the cash balance at the beginning of the year for all areas was \$518,759 and the ending cash was \$492,577. The pages following after that are divided by Urban Renewal Areas (shown as different colors on the top of the pages). For each URA, it shows the amount collected for TIF revenue and interest income, payments made for the bonds, developer agreements, and other expenses.

Budget Impact: N/A.

Attachment: Annual Urban Renewal Report for FY20.

cc: Jessica Kinser, City Administrator

Annual Urban Renewal Report, Fiscal Year 2019 - 2020

Levy Authority Summary

Local Government Name: MARSHALLTOWN
Local Government Number: 64G611

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
MARSHALLTOWN RETAIL CENTER URBAN RENEWAL	64008	3
MARSHALLTOWN ESIDE URBAN RENEWAL	64009	2
MARSHALLTOWN UPTOWN URBAN RENEWAL	64011	1
MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5	64166	1

TIF Debt Outstanding: 8,222,111

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019:	518,759	9,575	Amount of 07-01-2019 Cash Balance Restricted for LMI
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TIF Revenue:	469,619
TIF Sp. Revenue Fund Interest:	15,667
Property Tax Replacement Claims	169,605
Asset Sales & Loan Repayments:	14,053
Total Revenue:	668,944

Rebate Expenditures:	200,445
Non-Rebate Expenditures:	487,503
Returned to County Treasurer:	7,178
Total Expenditures:	695,126

TIF Sp. Rev. Fund Cash Balance as of 06-30-2020:	492,577	27,384	Amount of 06-30-2020 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** 7,041,586

♣ Annual Urban Renewal Report, Fiscal Year 2019 - 2020

Urban Renewal Area Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN RETAIL CENTER URBAN RENEWAL
 UR Area Number: 64008

UR Area Creation Date: 02/1996

UR Area Purpose: Area suffered from the impacts of blighting influences, including the absence of public improvements and utilities. Structures within the area showed varying degrees of deterioration. Many structure are in need of moderate to substantial rehabilitation.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/RETAIL UR TIF INCREM	640107	640108	4,210,478
MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/RETAIL UR TIF INCREM	640109	640110	0
MARSHALLTOWN CITY AG/EAST MARSHALL SCH/RETAIL UR 2 TIF INCREM	640161	640162	0

Urban Renewal Area Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	340,770	5,922,172	98,655,386	184,105	0	-20,372	111,420,268	0	111,420,268
Taxable	191,282	3,370,783	88,789,848	165,695	0	-20,372	97,250,894	0	97,250,894
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019: **28,673** **0** **Amount of 07-01-2019 Cash Balance Restricted for LMI**

TIF Revenue: 154,337
 TIF Sp. Revenue Fund Interest: 523
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 154,860

Rebate Expenditures: 121,796
 Non-Rebate Expenditures: 34,861
 Returned to County Treasurer: 7,178
Total Expenditures: 163,835

TIF Sp. Rev. Fund Cash Balance as of 06-30-2020: **19,698** **0** **Amount of 06-30-2020 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

Olive Street

Description:	Major rebuild of street and relocate traffic signals
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Medic

Description:	Aid in Expenses Associated with Marshalltown Economic Development impact committee (MEDIC)
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Theisen's Inc

Description:	Rebate of Taxes - Building Exp
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Plumb Supply

Description:	Rebate of Taxes - Building Improvements
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Bobcat Academy

Description:	Rebate of Taxes - Building Improvements
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Administrative

Description:	Administrative
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Marshallgaam

Description:	Rebate of Taxes - Holiday Inn Express
Classification:	Commercial - hotels and conference centers

Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

2012A Esstnl Corp Purpose

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	257,600
Interest:	27,272
Total:	284,872
Annual Appropriation?:	No
Date Incurred:	04/12/2012
FY of Last Payment:	2027

Medic

Debt/Obligation Type:	Internal Loans
Principal:	50,000
Interest:	0
Total:	50,000
Annual Appropriation?:	Yes
Date Incurred:	11/22/2019
FY of Last Payment:	2020

Theisen's Inc

Debt/Obligation Type:	Rebates
Principal:	45,938
Interest:	0
Total:	45,938
Annual Appropriation?:	No
Date Incurred:	06/08/2015
FY of Last Payment:	2020

Plumb Supply

Debt/Obligation Type:	Rebates
Principal:	87,521
Interest:	0
Total:	87,521
Annual Appropriation?:	No
Date Incurred:	06/24/2013
FY of Last Payment:	2022

Bobcat Academy

Debt/Obligation Type:	Rebates
Principal:	111,733
Interest:	0
Total:	111,733
Annual Appropriation?:	No

Date Incurred:	09/14/2015
FY of Last Payment:	2023

Administrative

Debt/Obligation Type:	Internal Loans
Principal:	1,475
Interest:	0
Total:	1,475
Annual Appropriation?:	Yes
Date Incurred:	07/01/2019
FY of Last Payment:	2020

Marshallgaam(Holiday Inn)

Debt/Obligation Type:	Rebates
Principal:	1,000,000
Interest:	0
Total:	1,000,000
Annual Appropriation?:	No
Date Incurred:	10/24/2016
FY of Last Payment:	2035

Non-Rebates For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

TIF Expenditure Amount:	33,386
Tied To Debt:	2012A Esstnl Corp Purpose
Tied To Project:	Olive Street

TIF Expenditure Amount:	0
Tied To Debt:	Medic
Tied To Project:	Medic

TIF Expenditure Amount:	1,475
Tied To Debt:	Administrative
Tied To Project:	Administrative

Rebates For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

207 Iowa Ave E

TIF Expenditure Amount:	6,375
Rebate Paid To:	Plumb Supply
Tied To Debt:	Plumb Supply
Tied To Project:	Plumb Supply
Projected Final FY of Rebate:	2022

602 Iowa Ave W

TIF Expenditure Amount:	45,938
Rebate Paid To:	Theisen's Inc.
Tied To Debt:	Theisen's Inc
Tied To Project:	Theisen's Inc
Projected Final FY of Rebate:	2020

1910 S Center Street

TIF Expenditure Amount:	13,281
Rebate Paid To:	Teamwork-1
Tied To Debt:	Bobcat Academy
Tied To Project:	Bobcat Academy
Projected Final FY of Rebate:	2024

3401 S 2nd Street

TIF Expenditure Amount:	56,202
Rebate Paid To:	Marshallgaam
Tied To Debt:	Marshallgaam(Holiday Inn)
Tied To Project:	Marshallgaam
Projected Final FY of Rebate:	2030

Jobs For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

Project:	Bobcat Academy
Company Name:	Teamwork-1
Date Agreement Began:	10/12/2015
Date Agreement Ends:	10/12/2024
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	0
Total Estimated Cost of Public Infrastructure:	0

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\$7178 of a legal bill was reported as an expenses to TIF #2 in a prior year and should have been charged to TIF #3, so correcting this year.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2020

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TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/RETAIL UR TIF INCREM
TIF Taxing District Inc. Number:	640108
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	1999
Subject to a Statutory end date?	No

UR Designation	
Slum	02/1996
Blighted	02/1996
Economic Development	02/1996

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	5,922,172	98,655,386	184,105	0	-20,372	111,079,498	0	111,079,498
Taxable	0	3,370,783	88,789,848	165,695	0	-20,372	97,059,612	0	97,059,612
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	40,649,734	70,450,136	4,210,478	66,239,658	2,446,287

FY 2020 TIF Revenue Received: 154,337

TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name:	MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/RETAIL UR TIF INCREM
TIF Taxing District Inc. Number:	640110
TIF Taxing District Base Year:	1996
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	02/1996
Economic Development	02/1996

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	282,100	0	0	0	0	0	282,100	0	282,100
Taxable	158,349	0	0	0	0	0	158,349	0	158,349
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	60,721	158,349	0	158,349	4,046

FY 2020 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)
TIF Taxing District Name:	MARSHALLTOWN CITY AG/EAST MARSHALL SCH/RETAIL UR 2 TIF INCREM
TIF Taxing District Inc. Number:	640162
TIF Taxing District Base Year:	2006
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	02/1996
Economic Development	02/1996

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	58,670	0	0	0	0	0	58,670	0	58,670
Taxable	32,933	0	0	0	0	0	32,933	0	32,933
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	17,650	32,933	0	32,933	728

FY 2020 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN ESIDE URBAN RENEWAL
 UR Area Number: 64009

UR Area Creation Date: 05/1993

UR Area Purpose: Create a public/private partnership which will stimulate and facilitate residential, commercial and industrial redevelopment in the area. Strengthen the economy by enhancing the tax base. Create employment opportunities. Encourage expansion.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/ESIDE UR TIF INCREM	640111	640112	4,662,407
MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/ESIDE UR TIF INCREM	640113	640114	0

Urban Renewal Area Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,301,510	26,199,120	31,507,015	48,457,621	0	-83,340	107,654,011	0	107,654,011
Taxable	730,571	14,912,031	28,356,314	43,611,859	0	-83,340	87,731,500	0	87,731,500
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019: **49,826** **0** **Amount of 07-01-2019 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 2,596
 Property Tax Replacement Claims: 169,605
 Asset Sales & Loan Repayments: 7,178
Total Revenue: 179,379

Rebate Expenditures: 78,649
 Non-Rebate Expenditures: 77,964
 Returned to County Treasurer: 0
Total Expenditures: 156,613

TIF Sp. Rev. Fund Cash Balance as of 06-30-2020: **72,592** **0** **Amount of 06-30-2020 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN ESIDE URBAN RENEWAL

Menards Manufacturing

Description:	Rebate of Taxes - Building
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

SE South Street Ext

Description:	Extension of Road for Development
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN ESIDE URBAN RENEWAL

Menards

Debt/Obligation Type:	Rebates
Principal:	1,182,375
Interest:	0
Total:	1,182,375
Annual Appropriation?:	No
Date Incurred:	01/26/2015
FY of Last Payment:	2036

2015 A Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	379,485
Interest:	27,226
Total:	406,711
Annual Appropriation?:	No
Date Incurred:	11/24/2015
FY of Last Payment:	2024

Non-Rebates For MARSHALLTOWN ESIDE URBAN RENEWAL

TIF Expenditure Amount:	77,964
Tied To Debt:	2015 A Bond Issue
Tied To Project:	SE South Street Ext

Rebates For MARSHALLTOWN ESIDE URBAN RENEWAL

2001 S. 18th Ave.

TIF Expenditure Amount:	78,649
Rebate Paid To:	Menards
Tied To Debt:	Menards
Tied To Project:	Menards Manufacturing
Projected Final FY of Rebate:	2034

Jobs For MARSHALLTOWN ESIDE URBAN RENEWAL

Project:	Menards Manufacturing
Company Name:	Menards
Date Agreement Began:	03/25/2015
Date Agreement Ends:	06/30/2035
Number of Jobs Created or Retained:	40
Total Annual Wages of Required Jobs:	1,400,000
Total Estimated Private Capital Investment:	3,200,000
Total Estimated Cost of Public Infrastructure:	163,018

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\$7178 of a legal bill was reported as an expense to TIF #2 in a prior year and should have been charged to TIF #3, so correcting this year.

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2020

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TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN ESIDE URBAN RENEWAL (64009)
TIF Taxing District Name:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/ESIDE UR TIF INCREM
TIF Taxing District Inc. Number:	640112
TIF Taxing District Base Year:	1992
FY TIF Revenue First Received:	1993
Subject to a Statutory end date?	No

UR Designation	
Slum	05/1993
Blighted	05/1993
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	26,199,120	31,507,015	48,457,621	0	-83,340	106,352,501	0	106,352,501
Taxable	0	14,912,031	28,356,314	43,611,859	0	-83,340	87,000,929	0	87,000,929
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	45,498,399	60,937,442	4,662,407	56,275,035	2,078,285

FY 2020 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN ESIDE URBAN RENEWAL (64009)
TIF Taxing District Name:	MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/ESIDE UR TIF INCREM
TIF Taxing District Inc. Number:	640114
TIF Taxing District Base Year:	1992
FY TIF Revenue First Received:	1993
Subject to a Statutory end date?	No

UR Designation	
Slum	05/1993
Blighted	05/1993
Economic Development	05/1993

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,301,510	0	0	0	0	0	1,301,510	0	1,301,510
Taxable	730,571	0	0	0	0	0	730,571	0	730,571
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	1,407,860	0	0	0	0

FY 2020 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN UPTOWN URBAN RENEWAL
 UR Area Number: 64011

UR Area Creation Date: 06/1998

UR Area Purpose: With the use of taxes and private funding the City wishes to implement the Marshalltown Downtown Vision Plan by strengthening the economy by attracting developers, creating greater job opportunities and a stronger tax base to help support the tax base.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/UPTOWN UR TIF INCREM	640117	640118	7,712,488

Urban Renewal Area Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	19,371,790	47,937,671	14,282,865	0	-51,856	87,073,974	0	87,073,974
Taxable	0	11,026,021	43,143,905	12,854,579	0	-51,856	71,122,804	0	71,122,804
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019: **425,708** **0** **Amount of 07-01-2019 Cash Balance Restricted for LMI**

TIF Revenue: 274,187
 TIF Sp. Revenue Fund Interest: 11,641
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 6,875
Total Revenue: 292,703

Rebate Expenditures: 0
 Non-Rebate Expenditures: 374,678
 Returned to County Treasurer: 0
Total Expenditures: 374,678

TIF Sp. Rev. Fund Cash Balance as of 06-30-2020: **343,733** **0** **Amount of 06-30-2020 Cash Balance Restricted for LMI**

Projects For MARSHALLTOWN UPTOWN URBAN RENEWAL

Madison Street

Description:	Rebuild of Madison Street and add sewers
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Facade & Code Upgrade

Description:	Aid in facade improvements & code upgrade-downtown area
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Central Business District

Description:	City share to aid Main Street Program Operations Main Street Iowa Program-Iowa Economic Development
Classification:	Authority
Physically Complete:	Yes
Payments Complete:	Yes

Coliseum Design

Description:	Coliseum Design
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Administrative

Description:	Administrative
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Demolition

Description:	Demolition of commercial businesses
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Marshalltown Lofts

Description:	50 Unit Rental Housing Commercial - apartment/condos (residential use, classified
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Classification:	commercial)
Physically Complete:	No
Payments Complete:	No

Regalado

Description:	Grocery Store and restaurant
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN UPTOWN URBAN RENEWAL

2011B Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	584,034
Interest:	70,137
Total:	654,171
Annual Appropriation?:	No
Date Incurred:	10/26/2011
FY of Last Payment:	2027

2012A Bond Issue

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,352,400
Interest:	143,178
Total:	1,495,578
Annual Appropriation?:	No
Date Incurred:	04/12/2012
FY of Last Payment:	2027

Central Bus District-Main Street

Debt/Obligation Type:	Internal Loans
Principal:	65,000
Interest:	0
Total:	65,000
Annual Appropriation?:	Yes
Date Incurred:	10/28/2019
FY of Last Payment:	2020

Facade and Code Upgrade

Debt/Obligation Type:	Internal Loans
Principal:	84,901
Interest:	0
Total:	84,901
Annual Appropriation?:	Yes
Date Incurred:	10/28/2019
FY of Last Payment:	2020

Demolition 111 N. 2nd Ave

Debt/Obligation Type:	Internal Loans
Principal:	7,050
Interest:	0
Total:	7,050
Annual Appropriation?:	Yes
Date Incurred:	08/26/2018
FY of Last Payment:	2020

Demolition 7 1/2 E State St

Debt/Obligation Type:	Internal Loans
Principal:	12,166
Interest:	0
Total:	12,166
Annual Appropriation?:	Yes
Date Incurred:	10/16/2019
FY of Last Payment:	2020

Demolition 14 N 1st St

Debt/Obligation Type:	Internal Loans
Principal:	7,620
Interest:	0
Total:	7,620
Annual Appropriation?:	Yes
Date Incurred:	03/23/2020
FY of Last Payment:	2020

Flint Hills Holding

Debt/Obligation Type:	Rebates
Principal:	575,000
Interest:	0
Total:	575,000
Annual Appropriation?:	Yes
Date Incurred:	05/26/2020
FY of Last Payment:	2039

Jose Angel Regalado

Debt/Obligation Type:	Rebates
Principal:	850,000
Interest:	0
Total:	850,000
Annual Appropriation?:	Yes
Date Incurred:	10/14/2019
FY of Last Payment:	2033

Non-Rebates For MARSHALLTOWN UPTOWN URBAN RENEWAL

TIF Expenditure Amount:	28,322
Tied To Debt:	Facade and Code Upgrade
Tied To Project:	Facade & Code Upgrade
TIF Expenditure Amount:	65,000
Tied To Debt:	Central Bus District-Main Street
Tied To Project:	Central Business District
TIF Expenditure Amount:	79,244
Tied To Debt:	2011B Bond Issue
Tied To Project:	Madison Street
TIF Expenditure Amount:	175,276
Tied To Debt:	2012A Bond Issue
Tied To Project:	Madison Street
TIF Expenditure Amount:	7,050
Tied To Debt:	Demolition 111 N. 2nd Ave
Tied To Project:	Demolition
TIF Expenditure Amount:	12,166
Tied To Debt:	Demolition 7 1/2 E State St
Tied To Project:	Demolition
TIF Expenditure Amount:	7,620
Tied To Debt:	Demolition 14 N 1st St
Tied To Project:	Demolition

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(a)\$6875 was originally transferred out of TIF to pay for an estimate for a coliseum feasibility study. The contract amount was lower so returning funds to TIF. (b) Regalado grocery store incl. est. investment of \$4 million. (c) Facade/code \$120,509

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2020

4120509

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TIF Taxing District Data Collection

Local Government Name:	MARSHALLTOWN (64G611)
Urban Renewal Area:	MARSHALLTOWN UPTOWN URBAN RENEWAL (64011)
TIF Taxing District Name:	MARSHALLTOWN CITY/MARSHALLTOWN SCH/UPTOWN UR TIF INCREM
TIF Taxing District Inc. Number:	640118
TIF Taxing District Base Year:	1997
FY TIF Revenue First Received:	1999
Subject to a Statutory end date?	No

UR Designation	
Slum	06/1998
Blighted	06/1998
Economic Development	06/1998

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	19,371,790	47,937,671	14,282,865	0	-51,856	87,073,974	0	87,073,974
Taxable	0	11,026,021	43,143,905	12,854,579	0	-51,856	71,122,804	0	71,122,804
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	44,716,496	42,409,334	7,712,488	34,696,846	1,281,384

FY 2020 TIF Revenue Received: 274,187

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Urban Renewal Area Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5
 UR Area Number: 64166

UR Area Creation Date: 09/2016

UR Area Purpose: Promote economic growth by encouraging residential development for low to middle income residents. This will create a mechanism for financing the construction of needed infrastructure and residential development. This will also strengthen the tax base.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5 TIF INCREM	640166	640167	1,138,495

Urban Renewal Area Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,199,440	4,460	0	0	-5,556	3,198,344	0	3,198,344
Taxable	0	1,821,064	4,014	0	0	-5,556	1,819,522	0	1,819,522
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019:	14,552	9,575	Amount of 07-01-2019 Cash Balance Restricted for LMI
TIF Revenue:	41,095		
TIF Sp. Revenue Fund Interest:	907		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	42,002		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	0		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2020:	56,554	27,384	Amount of 06-30-2020 Cash Balance Restricted for LMI
---	---------------	---------------	---

Projects For MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5

Townhomes

Description:	Eagle View at Wandering Creek
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

Administration

Description:	Administration
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5

Eagle View at Wandering Creek

Debt/Obligation Type:	Rebates
Principal:	1,300,000
Interest:	0
Total:	1,300,000
Annual Appropriation?:	No
Date Incurred:	09/26/2016
FY of Last Payment:	2030

Income Housing For MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5

Amount of FY 2020 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

♣ Annual Urban Renewal Report, Fiscal Year 2019 - 2020

TIF Taxing District Data Collection

Local Government Name: MARSHALLTOWN (64G611)
 Urban Renewal Area: MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5 (64166)
 TIF Taxing District Name: MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5 TIF INCREM
 TIF Taxing District Inc. Number: 640167

TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,199,440	4,460	0	0	-5,556	3,198,344	0	3,198,344
Taxable	0	1,821,064	4,014	0	0	-5,556	1,819,522	0	1,819,522
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	1,140,460	1,819,522	1,138,495	681,027	25,151

FY 2020 TIF Revenue Received: 41,095

**RESOLUTION APPROVING THE FY2020 ANNUAL CITY FINANCIAL
REPORT FOR THE CITY OF MARSHALLTOWN**

WHEREAS, the City's Finance Staff have completed the FY2020 Annual City Financial Report;

WHEREAS, the Council must approve the report;

WHEREAS, the Council finds this action is in the best interest of the City of Marshalltown, Iowa;

WHEREAS, the Council directs the City Finance Director to submit the report to the Auditor Of State on or prior to December 1, 2020;

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the FY2020 Annual Financial Report is approved.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, 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

November 17, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: **FY2020 Annual Financial Report (AFR)**

Policy Issue: Council must approve the annual report.

Recommendation: Staff recommends approving the Annual Financial Report (AFR) for FY2020. The first page of the report will be published in the newspaper the week of November 23rd. This report is due to the Auditor of State by December 1, 2020

Background: The Finance Department has prepared the Annual Financial Report for your review. This report reflects the final numbers for fiscal year 2020 which ended June 30, 2020 on a cash-basis, which is different than our audit report which is prepared on an accrual basis. The report also includes amounts from Marshalltown Water Works (MWW). The actual expenditures came in lower than the budgeted amounts. The budget used on the first page in column (d) is what Council approved in March 2020, which was the only budget amendment for the year. Significant events during the year were costs associated with the continued tornado damage cleanup and the repairs and the related insurance and FEMA proceeds received. Other major activity included the ongoing renovation of the Veterans Coliseum. Covid19 also played a factor in reducing our recreational revenues and other fees. On the last page, you will find the debt activity during the fiscal year. The City issued debt for \$16.3 million (\$8.2 million was for the refunding of bonds to lower the interest rates). MWW issued 5,000.

Budget Impact: N/A.

Attachment: Annual Financial Report for FY20.

cc: Jessica Kinser, City Administrator

STATE OF IOWA 2020 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2020 CITY OF MARSHALLTOWN, IOWA DUE: December 1, 2020	
	16206400800000
	CITY OF MARSHALLTOWN
	24 N Center Street
	MARSHALLTOWN IA 50158-4912
	POPULATION: 27552

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	11,691,477		11,691,477	12,004,303
Less: Uncollected Property Taxes-Levy Year	0		0	
Net Current Property Taxes	11,691,477		11,691,477	12,004,303
Delinquent Property Taxes	3,166		3,166	
TIF Revenues	639,223		639,223	653,848
Other City Taxes	6,358,717	0	6,358,717	6,240,285
Licenses and Permits	307,594	32,118	339,712	319,569
Use of Money and Property	734,232	562,619	1,296,851	669,236
Intergovernmental	6,880,142	928,114	7,808,256	9,008,719
Charges for Fees and Service	804,219	15,224,586	16,028,805	16,382,725
Special Assessments	5,603	0	5,603	5,000
Miscellaneous	2,510,427	222,263	2,732,690	2,879,242
Other Financing Sources	5,702,124	10,685,931	16,388,055	17,572,102
Transfers In	10,439,927	320,530	10,760,457	11,281,102
Total Revenues and Other Sources	46,076,851	27,976,161	74,053,012	77,016,131
Expenditures and Other Financing Uses				
Public Safety	9,233,355		9,233,355	9,469,090
Public Works	4,786,671		4,786,671	5,560,451
Health and Social Services	458,372		458,372	1,817,503
Culture and Recreation	3,116,511		3,116,511	3,528,012
Community and Economic Development	2,467,150		2,467,150	2,905,927
General Government	1,436,963		1,436,963	2,209,271
Debt Service	4,232,530		4,232,530	4,233,126
Capital Projects	5,612,748		5,612,748	10,087,318
Total Governmental Activities Expenditures	31,344,300	0	31,344,300	39,810,698
BUSINESS TYPE ACTIVITIES		25,026,768	25,026,768	28,689,124
Total All Expenditures	31,344,300	25,026,768	56,371,068	68,499,822
Other Financing Uses	0	0	0	0
Transfers Out	10,760,457	0	10,760,457	11,281,102
Total All Expenditures/and Other Financing Uses	42,104,757	25,026,768	67,131,525	79,780,924
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	3,972,094	2,949,393	6,921,487	-2,764,793
Beginning Fund Balance July 1, 2019	26,022,905	22,291,697	48,314,602	48,314,602
Ending Fund Balance June 30, 2020	29,994,999	25,241,090	55,236,089	45,549,809

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds 2,024,557	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds -47,872

Indebtedness at June 30, 2020		Indebtedness at June 30, 2020	
Amount		Amount	
General Obligation Debt	38,715,000	Other Long-Term Debt	163,673
Revenue Debt	19,338,517	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	82,559,791

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

Signature of Preparer Printed name of Preparer Diana Steiner, Finance Director	Publication 11/25/2020
	Phone Number 641-754-5760 Ext. 2100
	Date Signed 11/23/2020
Signature of Mayor or other City official (Name and Title)	

PLEASE PUBLISH THIS PAGE ONLY

REVENUE P2

**CITY OF MARSHALLTOWN
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020
NON-GAAP/CASH BASIS**

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)
Section A - Taxes	1								1
Taxes levied on property	2	6,915,048	3,493,584		510,652		11,691,477		11,691,477
Less: Uncollected Property Taxes - Levy Year	3			772,193			0		0
Net Current Property Taxes	4	6,915,048	3,493,584	772,193	510,652	0	11,691,477		11,691,477
Delinquent Property Taxes	5	1,871	950	206	139		3,166		3,166
Total Property Tax	6	6,916,919	3,494,534	772,399	510,791	0	11,694,643		11,694,643
TIF Revenues	7		639,223				639,223		639,223
Other City Taxes									
Utility Tax Replacement Excise Taxes	8	973,712	494,352	107,061	72,280		1,647,405		1,647,405
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	204,101					204,101		204,101
Parimutuel Wager Tax	10						0		0
Gaming Wager Tax	11						0		0
Mobile Home Tax	12	7,359	3,678	806	546		12,389		12,389
Hotel / Motel Tax	13	488,484					488,484		488,484
Other Local Option Taxes	14		4,006,338				4,006,338		4,006,338
Total Other City Taxes	15	1,673,656	4,504,368	107,867	72,826	0	6,358,717	0	6,358,717
Section B - Licenses and Permits	16	307,594					307,594		307,594
Section C - Use of Money and Property	17								
Interest	18	317,626	143,212	26,797	194,279		697,582	510,053	1,207,635
Rents and Royalties	19	36,650					36,650	52,566	89,216
Other Miscellaneous Use of Money and Property	20						0		0
	21						0		0
Total Use of Money and Property	22	354,276	143,212	26,797	194,279	0	734,232	562,619	1,296,851
Section D - Intergovernmental	24								
Federal Grants and Reimbursements	26								
Federal Grants	27		220,040				220,040	247,290	467,330
Community Development Block Grants	28						0		0
Housing and Urban Development	29		1,278,683				1,278,683		1,278,683
Public Assistance Grants	30						0		0
Payment in Lieu of Taxes	31						0		0
FEMA	32		977,904				977,904	438,145	1,416,049
Total Federal Grants and Reimbursements	33	0	2,476,627	0	0	0	2,476,627	685,435	3,162,062

REVENUE P3

CITY OF MARSHALLTOWN
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2020
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (f) through (g))	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41									41
State Shared Revenues	43									43
Road Use Taxes	44	3,541,618					3,541,618		3,541,618	44
Other state grants and reimbursements	48									48
State grants	49	125,327					125,327		125,327	49
Iowa Department of Transportation	50	40,907			17,214		58,121	195,992	254,113	50
Iowa Department of Natural Resources	51						0	0	0	51
Iowa Economic Development Authority	52						0		0	52
CEBA grants	53						0		0	53
Commercial & Industrial Replacement Claim	54	235,831	119,731	27,367	17,506		400,435		400,435	54
Iowa Dept of Homeland Security (State Match for FEMA)	55		107,763				107,763	46,687	154,450	55
	56						0		0	56
	57						0		0	57
	58						0		0	58
	59						0		0	59
Total State	60	402,065	3,769,112	0	27,367	34,720	4,233,264	242,679	4,475,943	60
Local Grants and Reimbursements										
County Contributions	63						0		0	63
Library Service	64	37,816					37,816		37,816	64
Township Contributions	65						0		0	65
Fire/EMT Service	66						0		0	66
Police-Schools	67		46,274				46,274		46,274	67
Parks & Recreation- Trails, Inc.	68				76,161		76,161		76,161	68
Iowa Natural Heritage Foundation	69		10,000				10,000		10,000	69
Total Local Grants and Reimbursements	70	37,816	56,274	0	0	76,161	170,251	0	170,251	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	439,881	6,302,013	0	27,367	110,881	6,880,142	928,114	7,808,256	71
Section E - Charges for Fees and Service	72									72
Water	73						0	5,844,637	5,844,637	73
Sewer	74						0	9,209,995	9,209,995	74
Electric	75						0		0	75
Gas	76						0		0	76
Parking	77	91,491					91,491		91,491	77
Airport	78	4,632					4,632		4,632	78
Landfill/garbage	79	154,605					154,605	69,757	224,362	79
Hospital	80						0		0	80

REVENUE P4

CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued										
Transit	81									81
Cable TV	82							77,011	77,011	82
Internet	83							0	0	83
Telephone	84							0	0	84
Housing Authority	85							0	0	85
Storm Water	86							0	0	86
Other:	87							0	0	87
Nursing Home	88									88
Police Service Fees	89							0	0	89
Prisoner Care	90	38,759					38,759		38,759	90
Fire Service Charges	91							0	0	91
Ambulance Charges	92	71,140					71,140		71,140	92
Sidewalk Street Repair Charges	93							0	0	93
Housing and Urban Renewal Charges	94							0	0	94
River Port and Terminal Fees	95	87,048					87,048		87,048	95
Public Scales	96							0	0	96
Cemetery Charges	97							0	0	97
Library Charges	98							0	0	98
Park, Recreation, and Cultural Charges	99	14,885					14,885		14,885	99
Animal Control Charges	100	214,683			5,806		220,489	23,186	243,675	100
	101							0	0	101
	102	121,170					121,170		121,170	102
	103							0	0	103
Total Charges for Service	104	798,413	0	0	5,806	0	804,219	15,224,586	16,028,805	104
Section F - Special Assessments	106				5,603		5,603		5,603	106
Section G - Miscellaneous	107									107
Contributions	108	39,997	106,579		1,075,044		1,221,620		1,221,620	108
Deposits and Sales/Fuel Tax Refunds	109							0	0	109
Sale of Property and Merchandise	110							0	0	110
Fines	111	8,944					8,944		8,944	111
Internal Service Charges	112							0	0	112
	113							0	0	113
Refunds & Reimbursements (incl. insurance from tornado)	114	54,604	350,075		875,184		1,279,863	10,530	1,290,393	114
Marshalltown Water Works Non-Operating Revenues	115							0	211,733	115
	116							0	0	116
	117							0	0	117
	118							0	0	118
	119							0	0	119
Total Miscellaneous	120	103,545	456,654	0	1,950,228	0	2,510,427	222,263	2,732,690	120

REVENUE P5

**CITY OF
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,
NON-GAAP/CASH BASIS**

Item Description	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (a) through (f) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121 10,594,284	14,900,781	654,891	934,430	2,850,414	0	29,934,800	16,969,700	46,904,500	121
Section H - Other Financing Sources	123									123
Proceeds of capital asset sales	124 8,472				2,000		10,472	33,914	44,386	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125				5,610,000		5,610,000	10,642,017	16,252,017	125
Proceeds of anticipatory warrants or other short-term debt	126						0		0	126
Regular transfers in and interfund loans	127 5,597,137	41,209		2,918,000	1,158,832		9,715,178	320,530	10,035,708	127
Internal TIF loans and transfers in	128 47,538		171,341	365,870	140,000		724,749		724,749	128
	129						0		0	129
Bond premium	130				81,652		81,652	10,000	91,652	130
Total Other Financing Sources	131 5,653,147	41,209	171,341	3,283,870	6,992,484	0	16,142,051	11,006,461	27,148,512	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132 16,247,431	14,941,990	826,232	4,218,300	9,842,898	0	46,076,851	27,976,161	74,053,012	132
Beginning Fund Balance July 1, 2019	134 4,780,977	14,199,580	518,759	146,285	6,377,304		26,022,905	22,291,697	48,314,602	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136 21,028,408	29,141,570	1,344,991	4,364,585	16,220,202	0	72,099,756	50,267,858	122,367,614	136

EXPENDITURES P6
CITY OF MARSHALLTOWN
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020
NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental through (f) (g)	Proprietary (h)	Grand Total (Sum of col. (g) (i)	Line
Section A ? Public Safety	1										1
Police Department/Crime Prevention	2	5,079,581	262,948					5,342,529		5,342,529	2
Jail	3							0		0	3
Emergency Management	4	32,042						32,042		32,042	4
Flood control	5	48						48		48	5
Fire Department	6	3,184,574	22,208					3,206,782		3,206,782	6
Ambulance	7							0		0	7
Building Inspections	8	547,653	52,301					599,954		599,954	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	52,000						52,000		52,000	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	8,895,898	337,457		0	0	0	9,233,355		9,233,355	14
Section B ? Public Works	15										15
Roads, Bridges, Sidewalks	16	844,063	1,817,070					2,661,133		2,661,133	16
Parking Meter and Off-Street	17	71,871						71,871		71,871	17
Street Lighting	18	27,722	232,093					259,815		259,815	18
Traffic Control Safety	19	163,742	235,752					399,494		399,494	19
Snow Removal	20	88,086	292,451					380,537		380,537	20
Highway Engineering	21	449,321	152,125					601,446		601,446	21
Street Cleaning	22		209,089					209,089		209,089	22
Airport (if not an enterprise)	23	68,886						68,886		68,886	23
Garbage (if not an enterprise)	24	113,273						113,273		113,273	24
Other Public Works	25		6,111					6,111		6,111	25
Tree Removal	26	11,462						11,462		11,462	26
Mosquito Control	27	3,554						3,554		3,554	27
Total Public Works	28	1,841,980	2,944,691		0	0	0	4,786,671		4,786,671	28
Section C ? Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33		218,659					218,659		218,659	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36		239,713					239,713		239,713	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	0	458,372		0	0	0	458,372		458,372	39
Section D ? Culture and Recreation	40										40
Library Services	41	1,288,403	34,624					1,323,027		1,323,027	41
Museum, Band, Theater	42	11,165						11,165		11,165	42
Parks	43	879,340	118,952					998,292		998,292	43
Recreation	44	614,315	5,837					620,152		620,152	44
Cemetery	45							0		0	45
Community Center, Zoo, Marina, and Auditorium	46	100,000						100,000		100,000	46
Other Culture and Recreation	47	21,153	42,722					63,875		63,875	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	2,914,376	202,135		0	0	0	3,116,511		3,116,511	50

EXPENDITURES P7

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E ? Community and Economic Development	51										51
Community beautification	52	22,539						22,539		22,539	52
Economic development	53	98,585	254,268	74,095				426,948		426,948	53
Housing and urban renewal	54		1,140,016					1,140,016		1,140,016	54
Planning and zoning	55	153,412	91,520					244,932		244,932	55
Other community and economic development	56	327,284	104,986					432,270		432,270	56
TIF Rebates	57			200,445				200,445		200,445	57
	58							0		0	58
Total Community and Economic Development	59	601,820	1,590,790	274,540	0	0	0	2,467,150		2,467,150	59
Section F ? General Government	60										60
Mayor, Council and City Manager	61	199,463	6,077					205,540		205,540	61
Clerk, Treasurer, Financial Administration	62	883,611	7,546					891,157		891,157	62
Elections	63	3,575						3,575		3,575	63
Legal Services and City Attorney	64	91,057						91,057		91,057	64
City Hall and General Buildings	65	84,843	75,286					160,129		160,129	65
Tort Liability	66							0		0	66
Other General Government	67	7,099	14,810					21,909		21,909	67
Cable Television (Channel 12)	68	63,596						63,596		63,596	68
	69							0		0	69
Total General Government	70	1,333,244	103,719		0	0	0	1,436,963		1,436,963	70
Section G ? Debt Service	71				4,232,530			4,232,530		4,232,530	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	4,232,530	0	0	4,232,530		4,232,530	74
Section H ? Regular Capital Projects ? Specify	75										75
Coliseum Renovation \$1.4M and Pol/Fire Bldg \$2.3M	76					3,702,189		3,702,189		3,702,189	76
Streets, Parks, Parking lots, Sidewalks, Bike Path, Etc.	77					1,910,559		1,910,559		1,910,559	77
Subtotal Regular Capital Projects	78	0	0	0	0	5,612,748	0	5,612,748		5,612,748	78
TIF Capital Projects ? Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0	0	0	0	0	0		0	82
Total Capital Projects	83	0	0	0	0	5,612,748	0	5,612,748		5,612,748	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	15,587,318	5,637,164	274,540	4,232,530	5,612,748	0	31,344,300		31,344,300	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES P8

CITY OF
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section 1 ? Business Type Activities	87										87
Water ? Current Operation	88								3,391,035	3,391,035	88
Capital Outlay	89								758,385	758,385	89
Debt Service	90								932,694	932,694	90
Sewer and Sewage Disposal ? Current Operation	91								3,170,718	3,170,718	91
Capital Outlay	92								2,796,760	2,796,760	92
Debt Service	93								10,225,216	10,225,216	93
Electric ? Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility ? Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking ? Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport ? Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage ? Current operation	106								225,104	225,104	106
Capital Outlay	107								19,995	19,995	107
Debt Service	108									0	108
Hospital ? Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit ? Current Operation	112								701,312	701,312	112
Capital Outlay	113								14,480	14,480	113
Debt Service	114									0	114
Cable TV, Telephone, Internet ? Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority ? Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water ? Current Operation	120								596,512	596,512	120
Capital Outlay	121								1,961,272	1,961,272	121
Debt Service	122								204,700	204,700	122
Other Business Type ? Current Operation	123								28,585	28,585	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds ? Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								25,026,768	25,026,768	129

EXPENDITURES P9
CITY OF MARSHALLTOWN
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2020 -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	15,587,318	5,637,164	274,540	4,232,530	5,612,748	0	31,344,300	25,026,768	56,371,068	130
Section J ? Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	345,164	9,210,523			480,021		10,035,708		10,035,708	132
Internal TIF loans/repayments and transfers out	133		140,000	577,874		6,875		724,749		724,749	133
	134							0		0	134
Total Other Financing Uses	135	345,164	9,350,523	577,874	0	486,896	0	10,760,457	0	10,760,457	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	15,932,482	14,987,687	852,414	4,232,530	6,099,644	0	42,104,757	25,026,768	67,131,525	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140							0		0	140
Restricted	141	538,683	14,153,883	492,577	132,055	10,120,558		25,437,756		25,437,756	141
Committed	142	250,000						250,000		250,000	142
Assigned	143							0		0	143
Unassigned	144	4,307,243						4,307,243		4,307,243	144
Total Governmental	145	5,095,926	14,153,883	492,577	132,055	10,120,558	0	29,994,999		29,994,999	145
Proprietary	146								25,241,090	25,241,090	146
Total Ending Fund Balance June 30,	147	5,095,926	14,153,883	492,577	132,055	10,120,558	0	29,994,999	25,241,090	55,236,089	147
Total Requirements (Sum of lines 136 and 147)	148	21,028,408	29,141,570	1,344,991	4,364,585	16,220,202	0	72,099,756	50,267,858	122,367,614	148

OTHER P10

Part III Intergovernmental Expenditures Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies			
Libraries			
Police protection			
Sewerage			
Sanitation			
All other			

Part IV

Wages & Salaries Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID

Total Salaries and Wages Paid	Amount
	12,104,934

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year		Debt Outstanding JUNE 30, 2020						
Purpose	Line	Debt Outstanding JULY 1, 2019	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other
Water Utility	1.	6,778,531	5,000	805,531			5,978,000	
Sewer Utility	2.	15,462,193	10,654,517	9,825,249	2,810,000		13,360,517	120,944
Electric Utility	3.							
Gas Utility	4.							
Transit-Bus	5.							
Industrial Revenue	6.							
Mortgage Revenue	7.							
TIF Revenue	8.	2,573,519		309,026	2,264,493			
Other Purposes / Miscellaneous	9.	71,215		28,486				42,729
GO	10.	28,976,481	5,610,000	3,020,974	31,565,507			
Parking	11.							
Airport	12.							
Stormwater	13.	2,235,000		160,000	2,075,000			
Section 108	14.							
Total Long-Term		56,096,939	16,269,517	14,149,266	38,715,000	0	19,338,517	163,673
B. Short-Term Debt	Amount							1,441,069

B. Short-Term Debt

Amount

Outstanding as of July 1, 2019**Outstanding as of JUNE 30, 2020****DEBT LIMITATION FOR GENERAL OBLIGATIONS**

Actual valuation -- January 1, 2018

Part VI
Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2020

Type of asset	Amount			
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	132,055	7,798,986		49,329,705
				57,260,746

If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.

REMARKS

Marshalltown experience an EF3 tornado in FY2019 but costs continued to be incurred in FY2020. The majority of FEMA revenue and the matching state share was received in FY2020. Marshalltown Water Works is included in the report.

Approving Façade Improvements Agreement with Marshalltown Central Business District

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 proposes to enter into an agreement with Marshalltown Central Business District (“MCBD”) (the “Façade Improvements Agreement”), pursuant to which MCBD would administer a Façade Improvement and code compliance program (the “Façade Improvements Project”) and the City would provide grants to owners of buildings in the Urban Renewal Area for the purpose of improving building facades;

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

Section 1. The Façade Improvements Agreement is hereby approved in substantially the form attached to this Resolution, including grants from the City to owners of buildings under the Façade Improvements Project in the amount of \$40,000 for the FY 20-21 fiscal year.

Section 2. All payments by the City shall be made from incremental property tax revenues derived from the Urban Renewal Tax Revenue Fund 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 November 23, 2020.

Mayor

Attest:

City Clerk

FAÇADE IMPROVEMENTS AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Marshalltown Central Business District (“MCBD”) as of November 23, 2020.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, MCBD and the City have entered into an agreement with the Iowa Economic Development Authority for the purpose of establishing and maintaining a Main Street Program in the Urban Renewal Area that includes a project under which the City provides grants to owners of buildings in the Urban Renewal Area for the purpose of improving building facades (the “Façade Improvements Program”); and

WHEREAS, the Façade Improvements Program has been administered by MCBD; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS, the City has amended the urban renewal plan for the Urban Renewal Area to authorize the use incremental property tax revenues for the support of the Façade Improvement Program; and

WHEREAS, it is the intent of the City and MCBD that this Agreement should set out the understanding of the parties for the period of time beginning July 1, 2020 and ending June 30, 2021 (“Fiscal Year 2020-21”);

NOW THEREFORE, the parties hereto agree as follows:

1. MCBD agrees that will continue to administer the Façade Improvements Program under the direction of the City.
2. The City agrees that it will provide not to exceed \$40,000 in grants to property owners under the Façade Improvement Program for the Fiscal Year 2020-21, to be funded from incremental property tax revenues generated in the Urban Renewal Area.
3. This Agreement may not be amended or assigned by either party without the express permission of the other party.
4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and Marshalltown Central Business District have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

MARSHALLTOWN CENTRAL
BUSINESS DISTRICT

By: _____

Name: _____

Title: _____

Approving Operations Agreement with Marshalltown Central Business District

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 proposes to enter into an agreement with Marshalltown Central Business District (“MCBD”) (the “Operations Agreement”), pursuant to which MCBD would undertake activities in the Urban Renewal Area related to the Main Street Program and the City would provide payments to MCBD related to the Main Street Program and for continuing operations;

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

Section 1. The Operations Agreement is hereby approved in substantially the form that is attached to this Resolution, including payment from the City to MCBD in the amount of \$35,000 for the FY 20-21 fiscal year related to the Main Street Program and MCBD continuing operations.

Section 2. All payments by the City shall be made from incremental property tax revenues derived from the Urban Renewal Tax Revenue Fund 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 November 23, 2020.

Mayor

Attest:

City Clerk

MCBD OPERATIONS AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Marshalltown Central Business District (“MCBD”) as of November 23, 2020.

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, MCBD and the City have entered into an agreement with the Iowa Economic Development Authority for the purpose of establishing and maintaining a Main Street Program in the Urban Renewal Area (the “Main Street Agreement”); and

WHEREAS, under the Main Street Agreement, MCBD is required to perform certain activities, including business development and retention; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

WHEREAS, the City has amended the urban renewal plan for the Urban Renewal Area to authorize the use incremental property tax revenues for the support of the activities of MCBD; and

WHEREAS, it is the intent of the City and MCBD that this Agreement should set out the understanding of the parties for the period of time beginning July 1, 2020 and ending June 30, 2021 (“Fiscal Year 2020-21”);

NOW THEREFORE, the parties hereto agree as follows:

1. MCBD agrees that it will continue to maintain the Main Street Program in accordance with the Main Street Agreement and that it will promote business development and retention.

2. The City agrees that it will provide a grant in the amount of \$35,000 to MCBD for the Fiscal Year 2020-21 for the purposes of supporting the activities of MCBD under the Main Street Agreement and for continuing operations of MCBD, to be funded from incremental property tax revenues generated in the Urban Renewal Area.

3. This Agreement may not be amended or assigned by either party without the express permission of the other party.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and Marshalltown Central Business District have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

MARSHALLTOWN CENTRAL
BUSINESS DISTRICT

By: _____

Name: _____

Title: _____

**RESOLUTION AUTHORIZING CERTIFICATION OF CODE OF IOWA
403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS TO THE
COUNTY AUDITOR FOR EACH URBAN RENEWAL AREA WITHIN THE
CITY OF MARSHALLTOWN FOR FY 22**

WHEREAS, the Council has determined that certifying Code of Iowa Section 403.19 Tax Increment Financing (TIF) Indebtedness is in the best interest of the City of Marshalltown.

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

Section 1. The Council authorizes filing of the certification of Code of Iowa 403.19 Tax Increment Financing (TIF) Indebtedness to the county auditor for each urban renewal area within the City of Marshalltown.

Section 2. The City Finance Director is directed to certify the indebtedness as required by Iowa law.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, 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

November 19, 2020

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: **Authorizing loans to TIF programs and TIF certification to the County Auditor**

Policy Issue: Council must approve the TIF loans and certifications

Recommendation: Staff recommends approving the annual TIF certification to the County. This is due to the Marshall County Auditor by December 1, 2020.

Background: The Finance Department has prepared the documents for the certification to the County and is requesting your review and approval. The TIF funds will be collected by the County and remitted to the City in fiscal year 2022. Due to the fact that we refunded bonds in FY21 that had a TIF component, you will notice on Form 1 new debt amounts being certified for the 2020A series bonds as well as an updated amount for the remaining amount of the 2012A bond (it was only partially refunded since we kept the 2026 and 2027 series). On Form 3, you will see a decertification for the 2011B and 2012A bonds. Also, on the FY21 certification report, we used cash on hand for some of the items and showed that on Form 2 just as a note and not as an amount to certify. After discussing with the Department of Management and the County Auditor, they prefer that we would have shown in on Form 1 and decertify it on Form 3. Therefore, it was corrected on this year's certification. It has no impact on the amount the county was collecting or what we were requesting.

Budget Impact: The amounts on "City TIF Form 2" is what the City can anticipate receiving in TIF revenue in FY2022: \$181,846 for East Side, \$241,123 for South Side (Retail), \$493,512 for Uptown, and \$0 for Eagle View.

Attachment: TIF Cert UR Area 2
TIF Cert UR Area 3
TIF Cert UR Area 4
TIF Cert UR Area 5

cc: Jessica Kinser, City Administrator

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF #2

Urban Renewal Area Number: 64009 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 5,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Legal fees to amend urban renewal areal

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Eside TIF #2Urban Renewal Area Number: 64009 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>FY20 Legal Fees from Dorsey & Whitney</u>	<u>6/30/2020</u>	<u>5,000</u>
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u></u>		
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <u></u>		
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u></u>		
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <u></u>		
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 5,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Urban Renewal Area Number: 64009 (Use five-digit Area Number Assigned by the County Auditor)

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

[illegible]

Telephone

Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Retail TIF & Retail Ag TIF #3Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 321,677

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Agreement with Marshalltown Area Chamber of Commerce for economic development services for \$250,000 over
a 5 year period in the amount of \$50,000 per year (FY20-FY24).

\$33,000:\$50,000 of the Chamber agreement for FY20 (certified in FY21) was paid with cash on hand (decertified
on Form 3 on this report). On last year's report it was shown on Form 2.

\$11,500 is for legal fees to update the Urban Renewal Area plan.

The 2012A GO Bond was refunded for all but the FY26 & FY27 payments in order to lower the interest rates

The remaining amount is being shown on Form 1.1 and the decertified amount is on page 3.

The 2020A GO Bond is also shown on Form 1.1 as it was what was used to refund 2012A.

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Retail TIF & Retail Ag TIF #3Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Marshalltown Area Chamber of Commerce Economic Development Services</u>	<u>11/25/19</u>	<u>50,000</u>
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>FY2020 Legal fees from Dorsey & Whitney</u>	<u>6/30/2020</u>	<u>11,500</u>
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <u>2020A GO Bond Refunding of 2012A FY26 and FY27 Principal and Interest</u>	<u>9/14/20</u>	<u>66,927</u>
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u>2012A GO Bond Refunding of FY26 and FY27 Principal and Interest</u>	<u>9/14/20</u>	<u>160,250</u>
<u></u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <u>FY21 Certification used cash on hand for \$33K:\$50K for</u>	<u>11/25/2019</u>	<u>33,000</u>
<u>Chamber of Commerce Agreement</u>		
<u></u>		
<u></u>		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 321,677

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR**CERTIFICATION TO COUNTY AUDITOR****Due To County Auditor By December 1 Prior To The Fiscal Year****Where Less Than The Legally Available TIF Increment Tax Is Requested****Use One Certification Per Urban Renewal Area**City: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Retail TIF & Retail Ag TIF #3Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
Marshalltown Area Chamber of Commerce Economic Development Services	50,000
FY20 Dorsey & Whitney Legal Fees	11,500
2012A GO Bond - FY21 & FY22 Principal: 60,000, Interest \$4190	64,190
2020A GO Refunding Bond- FFY21&Y22 Principal:\$0; Interest: \$1056	1,056
Teamwork-1 LLC Rebate Agreement for Bobcat Academy	15,593
Marshallgaam/Hawkeye Hotels Rebate Agreement for Holiday Inn Express	91,887
Plumb Supply Rebate Agreement- Final Year	6,897
TOTAL	241,123

Dated this _____ day of _____, _____

Signature of Authorized Official_____
Telephone

Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Uptown TIF #4Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 1,951,651

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

The City refunded the TIF portion of the 2011B and partially refunded the 2012A GO Bond as part of the 2020A GO Bonds. This is shown on this report as certifying the new 2020A debt schedules and the remaining
portion of 2012A on Form 1 and decertifying the refunded portion of 2012A and 2011B on Form 3.

For the FY21 certification on Form 2, the City showed using cash on hand rather than certifying new debt.

On this report, it is corrected by showing the items certified on Form 1.1 and decertifying on Form 3.

Dated this _____ day of _____, _____

Signature of Authorized Official_____
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Uptown TIF #4Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. 2020A GO Bond- partial refunding of 2012A TIF Portion- Principal & Interest	9/14/2020	351,367

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. 14 North 1st Street Economic Development Grant for Blight Remediation	3/23/2020	7,620
***cash on-hand see Form 3		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. MCBF Incentive Grant Funding	11/23/20	40,000
***cash on-hand see Form 3		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. MCBF Operational Funding	11/23/20	35,000
***cash on-hand see Form 3		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Legal Fees- Dorsey and Whitney	6/30/20	12,500
***cash on-hand see Form 3		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 446,487

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Marshalltown County: MarshallUrban Renewal Area Name: Marshalltown Uptown TIF #4Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. 2012A change due to refunding for FY26,27 P&I on 2020A GO bond	9/14/20	841,313
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
7. 2020A refunding 2011B	9/14/20	537,775
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
8. Use of Cash on Hand identified in FY21 Certification on form 2. See detail on Form 3.	Various	126,076
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
9.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
10.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 1,505,164

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Signature of Authorized Official	Telephone
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**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

Urban Renewal Area Number: 64118 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
Use of Cash on-hand (identified in FY21 certification Form 2). Offset with form 1.1 Page 2 on this report	126,076
MCBD- Operations: \$32,000; MCBD- Incentive Grant: \$40,000;	
Blight Remediation Grants- Thompson: \$14,860, Goodman: \$12,166, Ecklor: \$7,050	
Interest earned in Fiscal Year 2020	11,641
FY2021 Use of Cash on-hand for 14 N. 1st Street Economic Development Grant for blight remediation	7,620
FY2022 Use of Cash on-hand for MCBD Incentive Grant	40,000
FY2022 Use of Cash on-hand for MCBD Operational Funding	35,000
Decertify remaining 2011B Principal and Interest Payments- Refunded on 2020A GO Bond	574,927
FY2021 Use of Cash on-hand for Legal Fees to Dorsey & Whitney	12,500
Decertifying 2012A bond 6/30/20 balance- Refunded on 2020A GO Bond	1,320,302
Total Reduction In Indebtedness For This Urban Renewal Area:	2,128,066

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eagle View at Wandering Creek TIF#5

Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. _____ _____ _____ _____ _____ ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	_____	_____
2. _____ _____ _____ _____ _____ ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	_____	_____
3. _____ _____ _____ _____ _____ ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	_____	_____
4. _____ _____ _____ _____ _____ ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	_____	_____
5. _____ _____ _____ _____ _____ ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	_____	_____

Total For City TIF Form 1.1 Page 1: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eagle View at Wandering Creek TIF #5

Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
No new certifications	
Total Requested	0

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eagle View at Wandering Creek TIF#5

Urban Renewal Area Number: 64999 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

[illegible]

Dated this day of ,

Signature of Authorized Official	Telephone
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RESOLUTION NO. _____

**A RESOLUTION TO APPROVE THE FEDERAL RECREATIONAL TRAIL
APPLICATION FOR THE IOWA RIVER'S EDGE TRAIL**

Whereas the Iowa River's Edge Trail runs from Marshalltown North to near Highway 20 in Hardin County, and

Whereas replacing Bridges #2 to #5 in Marshall County is funded and final engineering is being completed,

Whereas after the bridges are completed the City can request funding to pave the approximate 1.5 miles between bridge #2 and bridge #5.

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

Section 1: The \$300,000 Federal Recreational Trail Grant is approved for paving from Bridge #2 to Bridge #5. The total estimated budget for this project is \$1,000,000. Funds from multiple other sources will be needed to complete this project. **The City of Marshalltown will provide the required match for this project.**

Section 2: the City of Marshalltown will adequately maintain the trail for its intended use and maintain the trail used to justify this project in public use for a minimum of 20 years following project completion.

Approved this _____ day of _____, 2020.

Joel Greer,
Mayor, City of Marshalltown

Attest:

**RESOLUTION APPROVING CONTRACT CHANGE ORDERS #55, 57,
58 FOR THE VETERANS MEMORIAL COLISEUM RENOVATION
PROJECT, AN INCREASE OF \$38,411.67**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, for the labor and material for the Veterans Memorial Coliseum Renovation Project; and

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

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

Section 1. That the contract Change Orders #55, 57, 58 for the Veterans Memorial Coliseum Renovation Project, in the increased amount of \$38,411.67 is hereby accepted and approved.

Passed this 23rd day of November 2020, and signed this _____ day of November 2020.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Alicia Hunter, 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: November 17, 2020
RE: Coliseum Change Orders 55, 57, 58

Policy Issue: City policy requires Governing Body approval of Change Orders in excess of \$25,000 aggregate amount for the project.

Recommendation: Staff recommends approving the Change Order with Garling Construction for the additional work needed in the Coliseum.

Background: During the demolition of the inside of the Coliseum several items were uncovered that need to be address before construction can begin. There were also some items not address in the plans by the architects/engineers that have now been addressed so changes in the plans are needed to complete the project. Here is a breakdown of each Change Order and the costs. Also attached are each change order and their description.

- COR-55 - \$1,385.67 – This change order is for changing out the concession stand rolltop door to stainless steel. The specified door was going to be painted metal, while the rest of the counters and concession area was stainless steel. Staff feels the stainless steel will hold up better to the abuse from the gym side and look more consistent with the rest of the concession area.
- COR-57 - \$35,904 – In pouring several sections of the sidewalks and parking lot it was determined that the existing parking lot and some sidewalks don't meet ADA standards. To make the handicap parking stalls compliant, several more panels need to be replaced as well as the north sidewalk and the sidewalk on 1st street. These new changes will make sure the entire Coliseum area meets ADA standards.
- COR-58 – \$1,122.00 – This change order adds the painting of 2 shuffleboard courts on the gym floor which was not included in the original design. Staff feels this addition would be a good asset to serve the senior population in the community.

These add up to \$38,411.67

Budget Impact: Please see the attachment for the full breakdown of revenues and expenditures. The change orders, added to the previous 40 change orders, result in a \$335,205.22 project deficit.

Attachment: Change Orders 55, 57, 58

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



Expenditures		Funding	
Garling Construction	3,469,000	Insurance- RC	1,658,366
Alternate 1	22,000	Insurance- ORD	250,000
Alternate 2	8,500	Donations/Grants	1,350,000
GTG Bidding Phase	10,100	Alliant Rebate	48,200
GTG Construction Phase	92,350	City Sources	568,239
CPMI	160,460	SRC Proceeds	428,239
Furniture, Fixtures, AV	100,000	TIF Reimb	140,000
Total	3,862,410	3,874,805	12,395

Change Orders 1-12	145,757.42	(3/23/20)	Deficit	(335,205.22)
Change Orders 13-15	10,801.43	(4/13/20)		
Change Order 18	25,383.57	(5/11/20)		
Change Order 19, 20, 22-24	14,616.35	(6/22/20)		
Change Order 21, 26, 30-31	22,631.07	(7/13/20)		
Change Order 16, 32, 34, 36, 37, 39	65,821.79	(7/27/20)		
Change Order 33	9,045.46	(8/10/20)		
Change Order 35,38,42, 49, 50-52,54	2,736.46	(10/26/20)		
Change Order 55, 57, 58	38,411.67	(11/23/20)		

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





General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. **0055**

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

Date Thursday, November 5, 2020

Project: Vets Memorial Coliseum Marshalltown
Project #: 54118 **cc: Superintendent**

Stainless steel coiling shutter in lieu of painted coiling shutter @ concession stand

#	Description	Type	Qty	Rate	Expense Amount	Mark Up	Cost
00059	Coiling Shutter – Raynor of CR	Sub Expense			1235.000	10.0000	\$1,358.50
00059	Bond	Other Expense				2.0000	\$27.17

PROPOSAL SUMMARY

Sub Expense \$1,358.50
Other Expense \$27.17

Proposal Total \$1,385.67

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x  **Date:** 11/17/2020
GTG Architects LLC, Architect

Owner: x _____ **Date:** _____
CITY OF MARSHALLTOWN

PM: x  **Date:** 11-5-20
Douglas R Mertens, Project Manager

Raynor Door of Cedar Rapids

4601 6th Street SW Suite B Cedar Rapids, Iowa 52404
Phone (319)365 7894 Fax (319)365-6152



Authorized Dealer of:



10/28/2020

Garling Construction
Attn: Mert

Job Name: Veterans Memorial Coliseum

Subject: Change Counter Roll up Door from Primed Steel to Stainless Steel

Add for Stainless Steel Counter Roll up Door.....\$1,235.00

John Jensen



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0057

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date	Wednesday, November 11, 2020
Project: Vets Memorial Coliseum Marshalltown Project #: 54118 Remove and replace city sidewalk to provide 2% cross slope. Remove and replace parking lot for handicap parking.		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00066	Concrete				32000.000	10.0000	\$35,200.00
00066	Bond	Other Expense				2.0000	\$704.00

PROPOSAL SUMMARY

	\$35,200.00
Other Expense	\$704.00
Net Costs	\$35,904.00

Proposal Total	\$35,904.00
-----------------------	--------------------

~~✍~~ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ~~✍~~

Architect:	x	GTG Architects LLC, Architect	Date:	
Owner:	x	CITY OF MARSHALLTOWN	Date:	
PM:	x	Douglas R Mertens, Project Manager	Date:	11-11-20

CON-STRUCT INC.

1710 E. Main Street
Marshalltown, Iowa 50158
(641) 752-1865
(641) 752-5905 Fax

11/6/20

Mert:

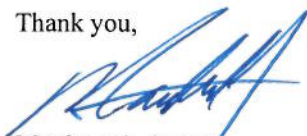
This is Con-Struct's response to FB #31 for work on the Veterans Memorial Coliseum Renovation Project, Marshalltown.

We will supply labor, equipment and materials to complete work per plans and specifications as follows:

Lump Sum Price: remove and replace additional sidewalk	\$ 20,000.00
Lump Sum Price: remove and replace parking lot	\$ 12,000.00

1. This price includes:
 - a. removal and replacement of city sidewalk to provide 2% cross slope
 - b. removal and replacement of parking lot for handicap parking
2. This price does not include:
 - a. any other items not specifically included.

Thank you,



Matthew A. Jensen
Vice President



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0058

CITY OF MARSHALLTOWN 24 N CENTER STREET MARSHALLTOWN, IA 50158	Date	Monday, November 16, 2020
--	-------------	---------------------------

Project: Vets Memorial Coliseum Marshalltown
Project #: 54118 **cc: Superintendent**

Add 2 shuffleboard courts to the game line layout. Color and placement to be determined.

#	Description	Type	Qty	Rate	Expense Amount	Mark Up	Cost
00067	Wood Flooring - Phillips	Subcontractor			1000.000	10.0000	\$1,100.00
00067	Bond	Other Expense			22.000		\$22.00

PROPOSAL SUMMARY

Sub Expense	\$1,100.00
Other Expense	\$22.00
Net Costs	\$1,122.00

Proposal Total	\$1,122.00
-----------------------	-------------------

~~✍~~ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ~~✍~~

Architect: x Date: 11/17/2020
GTG Architects LLC, Architect

Owner: x _____ Date: _____
CITY OF MARSHALLTOWN

PM: x Date: 11-16-2020
Douglas R Mertens, Project Manager



11/16/2020

Garling Construction
1120 11th St
Belle Plaine, Iowa 52208

Attn: Doug Mertens

Project:

Vets Memorial Coliseum Reno
20 W State St.
Marshalltown, Iowa
COR #3-Add Two Shuffle Board Courts

The following proposal is to add 2 shuffleboard courts to the game line layout. Color and placement to be determined.

2 Shuffle Board Courts Color to be determined

Material	\$509.10
Labor	\$400.00
O&P 10%	\$ 90.91

1st LEVEL TOTAL ADD \$1,000.00

If you have questions regarding the scope of work or pricing, please contact one of the commercial representatives at our **Indianola office: 515-961-7300**.

Respectfully Submitted,

Steve Whitson

Steve Whitson
Commercial Division
515-423-9386

Respectfully Submitted,

Mark A. Bjork

Mark A. Bjork
Director/ Vice President Commercial
515-202-1355

**RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
WITH STANLEY CONSULTANTS FOR THE CENTER STREET BRIDGE PROJECT,
IN THE CITY OF MARSHALLTOWN, IOWA, FOR THE AMOUNT OF \$121,400.00**

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an agreement for professional services with Stanley Consultants; and

WHEREAS, the City Council of Marshalltown finds that this agreement for professional services is in the best interest of the City.

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

Section 1. That the attached agreement for professional services with Stanley Consultants, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 23rd day of November 2020, and signed this _____ day of November 2020.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Marshalltown** (Owner) and **Stanley Consultants, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **South Center Street Railroad Bridge Improvements** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Study and Report Phase services**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents **Not Required.**
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- ~~B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.~~
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of

authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
 - a. **None**

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$	121,400.00
2.	Additional Services (Article 2 of Exhibit A)		

Based on a **[Number]**-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because 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. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and

Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of

intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. ~~Owner shall procure and maintain insurance as set forth in Exhibit G.~~
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, ~~prior to invoking mediation.~~
 2. ~~Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.~~
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 ~~or mediation under Paragraph 6.07.A.2~~, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained

pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all

Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any

Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all

materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D--Not Used.
- E. Exhibit E—Not Used.
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H—Not Used.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **[insert date]**.

Owner:

City of Marshalltown

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

24 N Center Street

Marshalltown, IA 50158

Designated Representative:

Name:

Justin Nickel

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 N Center Street

Marshalltown, IA 50158

Phone:

(641) 754-5734

Email:

jnickel@marshalltown-ia.gov

Engineer:

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title: South Center Street Bridge Improvements

Type and Size of Facility: Steel Girder Bridge approximately 1,736 feet long by 47 feet wide

Description of Improvements: Rehabilitation of the South Center Street Bridge over Union Pacific Railroad and Madison St. (FHWA No. 35410).

Expected Construction Start: Estimated 2022

Prior Studies, Reports, Plans: Iowa Structure Inventory and Appraisal, 2017 and 2019, Repair Plans, 2005 and Design Plans, 1946

Facility Location(s): South Center Street over

Current Project Budget: Current CIP includes 600,000 estimated for repairs

Funding Sources: Local

Known Design Standards: Iowa Department of Transportation

Known Project Limitations: None

Project Assumptions: Refer to attachment for detailed Scope of Services

Other Pertinent Information: Refer to attachment for detailed Scope of Services

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.

- b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
- 2. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
- 3. Prepare and submit **monthly** engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
- 4. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards**, using **MicroStation** version **SS10** software.

1.02 Study and Report Phase

- A. Engineer shall:
 - 1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
 - 1) **Refer to attachment Exhibit A Scope of Services.**
 - b. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
 - 1) **Refer to attachment Exhibit A Scope of Services**
 - 2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
 - 3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
 - 4. Visit the Site to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.
10. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
 - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

11. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
 - a. **Refer to attachment Exhibit A Scope of Services**
 12. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
 - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.
 13. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **Refer to attachment Exhibit A Scope of Services.**
 14. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
 15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A,

or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

2. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
 7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
 9. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
 10. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
14. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
15. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required according to the Project Schedule below.

Alternatives Summary Memorandum	3/01/2021
Owner Provides Comments	3/15/2021
Complete All Field Work	4/15/2021
Draft Structure Evaluation Report	4/30/2021
Owner Provides Comments	5/15/2021
Final Structure Evaluation Report	5/30/2021

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Owner Name]

Engineer: [Engineer Name]

Project: [Title of Project]

Effective Date of Owner-Engineer Agreement: [Effective Date of Agreement]

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

Exhibit F—Electronic Documents Protocol (EDP).

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(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **10 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Guidance Notes—Modify Attachment 1 to conform to Project requirements. Add Items as necessary to establish data transmittal formats for distribution of Documents to identified third parties, for those situations in which such distribution is expressly allowed.

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes.	Email w/Attach	PDF	(2)
a.3	Correspondence; Interim and Final Versions of reports, layouts, Drawings, maps, calculations and spreadsheets.	Email w/ Attach or LFE	PDF	(3)
a.4	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	MicroStation Or DWG	
a.5	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.6	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later.			
DWG	Autodesk® AutoCAD. dwg format Version [number].			
DOC	Microsoft® Word. docx format Version [number].			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$1,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$1,000,000
General Aggregate	\$1,000,000
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$
Each employee	\$
Policy limit	\$
Commercial General Liability	
General Aggregate	\$
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$
Excess or Umbrella Liability	
Each Occurrence	\$
General Aggregate	\$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Stanley Consultants, Inc.	225 Iowa Avenue, Muscatine, IA 52761
Civil Engineering Consultants, Inc.	2400 86 th Street, Suite 12, Des Moines, IA 50322
IMPACT 7G	9550 Hickman Road, Suite 105, Clive, IA 50325
TEAM Services	717 S.E. 6 th Street, Des Moines, IA 50309

- B. ~~During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.~~
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.01, Mutual Indemnification and 1.02, Limitation of Engineer's Liability.**

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

- 1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment
- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:
1. A Lump Sum amount of **\$121,400.00** based on the following estimated distribution of compensation:
 - a. Study and Report Phase \$121,400.00
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.
 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding eight months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
 - 1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
 - 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **None**.
- C. Other Provisions Concerning Payment for Additional Services
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **None**.
 - 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are in accordance with the Engineers' Hourly Fees and Charges Fiscal Year 2020-2021 (*Stanley Consultants Form BC_C 20-21*)

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

- A. Standard Hourly Rates
 - 1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - 2. The Standard Hourly Rates apply only as specified in Exhibit J.
- B. Schedule: Hourly rates for services performed on or after the date of the Agreement are in accordance with the Engineers' Hourly Fees and Charges Fiscal Year 2020-2021 (*Stanley Consultants Form BC_C 20-21*)

EXHIBIT A

Scope of Services

SOUTH CENTER STREET RAILROAD BRIDGE IMPROVEMENTS

The City of Marshalltown proposes rehabilitation of the South Center Street Viaduct over Union Pacific Railroad and Madison St. (FHWA No. 35410) due to deterioration of the existing structure. The existing bridge crosses multiple tracks of the Union Pacific Railroad (UPRR) mainline and railyard in addition to Madison Street. This project will proceed assuming local City funding. The project letting will be bid through the City of Marshalltown.

The Scope of Services to be performed by the CONSULTANT under this agreement shall encompass and include field evaluation, detailed work, services, materials, testing, equipment and supplies to complete analysis and evaluation of South Center Street Viaduct over Union Pacific Railroad and Madison St., including; data collection and field surveys, structural evaluation, repair alternative analysis, and Structure Evaluation Report (SER). Additional services possible for future design phases and not included in this scope of services are preliminary and final design phase services, construction document development, bidding phase services, and construction phase services.

PART 1 - BASIC SERVICES

CONSULTANT shall perform Services consisting of those described in paragraphs 1.0 through 1.2.

1.0 Project Management

- 1.0.1 CONSULTANT shall prepare and submit monthly project status updates (1-page), outlining the following activities during the reporting period: activities planned for the following month, problems encountered and recommended solutions, and overall Project status. If design work is not progressing in a manner to comply with the anticipated completion date, CONSULTANT shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the CITY with a desired response date noted to avoid delay of CONSULTANT's services.
- 1.0.2 Monitor Project Scope: CONSULTANT shall identify, schedule, and assign all project tasks, relating all tasks to the others, and coordination them with all entities associated with the Project. CONSULTANT shall inform the CITY of any services requested by the CITY that were not included in the scope of services contract approved by the CITY for this project. It shall be the responsibility of the CONSULTANT to inform the CITY of any potential amendments to the contract before the services are rendered. This notice shall occur prior to any extra services being performed. Only those services included in the Agreement or added by written amendment to the Agreement, executed by both parties, are eligible for compensation.

1.1 Data Collection and Field Investigation

- 1.1.1 Prepare a Project Schedule with submittal dates. City letting anticipated for early 2022.
- 1.1.2 Participate in a Kickoff Meeting with CITY to define requirements for the project and receive available records. Prepare and distribute meeting minutes. Establish design criteria. Review Project Schedule. Set schedule for progress meetings and review submittals.
- 1.1.3 Conduct preliminary investigation to identify potential funding sources by coordinating with IowaDOT, CITY, and other agencies.
- 1.1.4 Review existing bridge and roadway original construction and rehabilitation plans, inspection reports, existing geotechnical reports, historic documentation, and other available background data.
- 1.1.5 Perform visual field evaluation of the existing structure. Document condition of bridge with photos, sketches, and measurements as required to identify needed repairs. Verify conditions identified in the most recent NBIS inspection report to be provided by the CITY.
 - CONSULTANT to provide snooper truck for under bridge investigation
 - Obtain UPRR permit prior to entering UPRR right-of-way
 - Arrange for traffic control needs for field investigation work. Submit traffic control plan for any short-term lane closures to CITY for review. Notify CITY a minimum of two weeks prior to any lane closures.
- 1.1.6 Conduct concrete testing via collection of concrete cores on the bridge.
 - 1.1.6.1 A minimum of twenty-seven (27) concrete cores will be collected on the bridge including four (4) cores on the sidewalk.
 - 1.1.6.2 Perform strength tests on twelve (12) cores in accordance with ASTM C-41.
 - 1.1.6.3 Perform petrographic analysis on three (3) cores in accordance with ASTM C-856.
 - 1.1.6.4 Perform chloride profile tests on three (3) cores in accordance with ASTM C-1152.
 - 1.1.6.5 Perform water permeability tests on three (3) cores in accordance with ASTM C-1202.
 - 1.1.6.6 Perform splitting tensile strength tests on six (6) cores in accordance with ASTM C-496.
 - 1.1.6.7 CONSULTANT shall determine appropriate core locations in the field via nondestructive testing such as chain drag or Impact-Echo acoustic testing.
 - 1.1.6.8 Proposed coring plan to be provided to CITY prior to field work for review and input.
- 1.1.7 Conduct asbestos investigation on the bridge including any required testing.
- 1.1.8 Perform paint system(s) adhesion testing to evaluate condition of existing paint system. Include testing of original paint system and any new paint systems from previous rehabilitation project. Include testing near existing expansion joints to determine if zone painting is sufficient.
- 1.1.9 Perform topographic survey to identify surface features on bridge deck, superstructure, substructures, retaining walls, utilities carried by the bridge, roadway approaches, storm and sanitary sewer structures, flowlines, and outlets, sidewalks, trails, drives, fences, walls, light poles, signs, nearby buildings immediately adjacent to project site, delineate drainage patterns, trees and vegetation, and other physical features encountered around the project site. CONSULTANT shall obtain *Permit to be on Railroad Property for Nonintrusive Civil Engineering Survey Work*.

CONSULTANT shall use the following survey control for services under this agreement:

- Horizontal Control – City of Marshalltown Coordinate System
- Vertical Control – City of Marshalltown Vertical Datum
- U.S. Survey Feet

- 1.1.9.1 Identify surface and subsurface utilities based on available record drawings and field locate effort. Contact *Iowa One Call* as part of utility location work.
- 1.1.9.2 Identify property ownership, property lines, parcels impacted by project, and City right-of-way (ROW). Survey deliverables include MicroStation files prepared in accordance with Iowa DOT standards and survey plan sheet PDF file. Survey will be sealed by an Iowa Professional Land Surveyor.
- 1.1.10 Conduct early coordination with UPRR to document the review and permitting requirements for the rehabilitation options and the potential impact to UPRR operations. Include contacting the Local Track Manager for input.
- 1.1.11 Conduct early coordination with utilities to identify potential impacts of the rehabilitation options to utilities within the project site.

1.2 Evaluate and Develop Project Recommendations

1.2.1 Develop Repair Alternatives Summary Memorandum

- 1.2.1.1 Based on the scope of services detailed in the original “Request for Qualifications”, the following areas will be evaluated for repairs and any additional areas found during the review process:
 - Existing bridge expansion joints and rockers
 - Existing bridge roadway surfacing
 - Existing concrete barriers and fence
 - Repair of bridge coatings
 - Repair of bridge pier bearings
 - Repair of cracked welds in structure
 - Repair of other miscellaneous work
- 1.2.1.2 Generate summary of conceptual level repairs recommendations and alternatives with exhibits, if needed. Alternatives shall use findings of data collection and field investigation work and will be prioritized.
- 1.2.1.3 Identify major items that will impact service life, cost, schedule, constructability, and UP coordination and permitting.
- 1.2.1.4 Generate a rough order magnitude construction cost estimate based on priority ranking.
- 1.2.1.5 Develop Repair Alternatives Summary Memorandum establishing key items for each repair/improvement alternative.
- 1.2.2 Submit Repair Alternatives Summary Memo to CITY for review.
- 1.2.3 Upon receipt of comments and/or concurrence from the CITY, proceed with developing the alternatives in further detail.
 - 1.2.3.1 Finalize scope of structural repairs and improvements. Prioritize repairs/improvements into up to three categories.
 - 1.2.3.2 Evaluate up to three (3) options for aesthetic railing including estimated construction costs.

- 1.2.3.3 Develop maintenance of traffic concept assuming off-site detour.
- 1.2.3.4 Quantify major items for the repairs to estimate construction cost utilizing Iowa DOT bid items and unit price history.
- 1.2.3.5 Perform life cycle cost evaluation of alternatives.
- 1.2.3.6 Identify critical path items and develop an estimated construction schedule.
- 1.2.3.7 Establish project limits including length and width of roadway impacted by bridge and bridge approach improvements.
- 1.2.3.8 Identify potential temporary easements or permanent property acquisitions, if any.
- 1.2.4 Prepare Structure Evaluation Report (SER) documenting the evaluation process.
 - 1.2.4.1 The SER shall include the repair alternatives outlined in the Repair Alternatives Summary Memo. Drawings, photos, and figures shall be included to illustrate key details.
 - 1.2.4.2 Recommendations shall include the maintenance of traffic plan, summary of existing conditions and repair details, opinion of probable construction cost, and estimated construction schedule.
 - 1.2.4.3 Provide summary of results for concrete, paint, and asbestos testing.
 - 1.2.4.4 Prepare an Opinion of Probable Construction Cost using Iowa DOT bid item descriptions and unit price format.
 - 1.2.4.5 SER shall include an Executive Summary no more than ten (10) pages.
- 1.2.5 Submit Draft SER to the CITY for review and comment. Submittal shall be via electronic PDF file format. Three (3) paper copies shall be submitted to the CITY.
- 1.2.6 Participate in a review meeting with CITY and stakeholders.
- 1.2.7 Finalize SER incorporating comments received from CITY. Final SER shall be sealed by a Professional Engineer licensed in the State of Iowa.
- 1.2.8 Submit Final SER in electronic PDF file format. Three (3) paper copies shall be submitted to the CITY.
 - 1.2.8.1 Meet with the CITY to review the Final SER.
- 1.2.9 Present the Project and Final SER with assistance from City Staff at a City Council Workshop.
 - 1.2.9.1 A Power Point presentation shall be prepared and presented during the City Council Workshop or as requested.

**RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
WITH FOX ENGINEERING FOR THE SANITARY SEWER REHABILITATION CIPP
PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA,
FOR THE AMOUNT OF \$151,700.00**

WHEREAS, the City Council of Marshalltown, Iowa, has negotiated an Agreement for professional services with Fox Engineering; and

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

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

Section 1. That the attached Agreement for Professional Services with Fox Engineering, is hereby approved in all respects and particulars.

Section 2. That the Mayor and City Clerk be authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 23rd day of November 2020, and signed this _____ day of November 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TASK ORDER

This is Task Order No. 2407-20A.2,
consisting of 6 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated June 22, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2020
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Specific Project (title): Sanitary Sewer Rehabilitation Project - CIPP
- e. Specific Project (description): The CITY OF MARSHALLTOWN (OWNER) has previously determined through negotiation with the Iowa Department of Natural Resources, additional work is needed in the collection system as part of the city's consent agreement. This project will consist of design phase services for the IDNR consent order plan CIPP lining sanitary sewer project. An evaluation of the sanitary sewer conditions will be completed by the Engineer based on video inspection records. It is anticipated that approximately 65,000 lineal feet of sanitary sewer may be lined as part of this project. The selection and design of the of the pipe segments, CIPP, and point repairs that will be included in the construction documents will be included as part of this task order. Additional review of the most current inspection videos will be completed to verify the construction document requirements and project scope. The OWNER desires to engage FOX Engineering Associates, Inc. (ENGINEER) to provide professional engineering services associated with the project.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01): Not included in this Task Order.
- Preliminary Design Phase (Exhibit A, Paragraph A1.02), with the following additions or modifications:

- A.1. Prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- A.3. This item includes a topographic survey of project areas. The survey will include location of underground utilities as located and marked by others. In addition, the location of storm and sanitary structures with associated inverts and pipe sizes will be surveyed where possible within the survey limits. Utility locates are the responsibility of the individual utilities and will be coordinated prior to survey field work. The City will be responsible to field locate all curb boxes.
- A.7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable construction cost, and assist Owner in collating the various cost categories which comprise the total project costs.
- A.8. Bidding-related documents and Construction Contract Documents will be based upon the 2018 EJCDC C-Series documents as amended by the City of Marshalltown. Engineer will review contract documents and revise as necessary for this project.
- A.9. Up to three (3) ½-size paper copies and one (1) digital (PDF) copy of the preliminary plans will be provided.
- A.10. Up to three (3) ½-size paper copies and one (1) digital (PDF) copy of the preliminary plans will be provided.
- Final Design Phase (Exhibit A, Paragraph A1.03), with the following additions or modifications:
 - A.1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the work to be performed and furnished by Contractor.
 - A.3. Engineer will inform Iowa Department of Resources of the proposed project and submit a construction permit application as required. A storm water pollution prevention permit (SWPPP) is not anticipated to be required for this project.
 - A.4. Advise Owner of any adjustments to the opinion of probable construction cost known to Engineer.
 - A.9. Engineer will conduct one meeting with the owner at the 90% design phase to review the project plans and specifications.
 - A.10. Up to three (3) ½-size paper copies and one (1) digital (PDF) copy will be provided.
- Bidding Phase (Exhibit A, Paragraph A1.04), with the following additions or modifications:
 - A.1. The Engineer shall provide the following additional Bidding Phase tasks or deliverables:
 - i. Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.

- ii. Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
- iii. Prepare and distribute signatory copies of the Notice to Proceed.
- iv. Bidding Documents - The Engineer shall prepare and distribute a sufficient number of paper copies of project bidding documents (including drawings, plans, specifications, and addenda) to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services.
- v. Engineer shall pay for the application fees for the IDNR Construction Permit if required. Owner shall directly reimburse Engineer for the cost of these application fees.

A.9. Attend up to two (2) City Council meeting for Public Hearing & consideration of award of project.

- Construction Phase (Exhibit A, Paragraph A1.05): Not included in this Task Order.
- Post-Construction Phase (Exhibit A, Paragraph A1.06): Not included in this Task Order.
- Commissioning Phase (Exhibit A, Paragraph A1.07): Not included in this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

1. General Consultation and Funding Assistance: If requested, FOX will provide funding assistance as described in the Master Agreement under A2.01.A.1 and other services required with funding requirements as requested by the OWNER (e.g. Applications, Environmental Information Documents, and assistance with archaeological and historical investigations). Other work could include assistance with applying for an SRF Planning and Design Loan or submittal of an SRF Intended Use Plan application.
2. Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

1. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.
2. The Owner shall be responsible for locating all city utilities prior to survey as well as curb boxes if in the area of required survey.

5. Task Order Schedule

Phases of the work are estimated to be completed as follows:

Preliminary Design	February 5, 2021
Final Design	June 4, 2021
Bidding Phase	October 25, 2021
Construction Completion (Tentative)	January 23, 2023

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Preliminary Design Phase (410)	\$62,500	Lump Sum
b. Final Design Phase (420)	\$69,000	Lump Sum
c. IDNR Permit Fee (430)	\$100	Direct Reimbursement (Estimated)
d. Bidding Phase (440)	\$9,500	Lump Sum
e. Topographic Survey (520)	\$8,100	Lump Sum
2. Additional Services (Part 2 of Exhibit A)		
a. General consultation and funding assistance(200)	\$2,500	Standard Hourly Rates + Reimbursable Expenses (Estimated)
TOTAL LUMP SUM FEE	\$149,100	
TOTAL HOURLY ESTIMATED & DIRECT REIMBURSEMENT	\$2,600	
TOTAL COMPENSATION	\$151,700	

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

None

8. Other Modifications to Agreement and Exhibits:

Exhibit I – Section 16.11B – Limitation of Engineer's Liability:

Replace Paragraph 1 with the following:

1. *Engineer's Limitation of Liability.* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any

cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total compensation received by the Engineer under this Task Order.

9. Attachments:

None

10. Other Documents Incorporated by Reference:

None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2020.

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: Lance Aldrich

Print Name: Lance Aldrich, P.E.

Title: Principal

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Justin Nickel, P.E.

Title: Public Works Director

Address: 36 N. Center Street
Marshalltown, IA 50158

E-Mail
Address: jnickel@marshalltown-ia.gov

Phone: 641-754-5734

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Steven P. Soupir, P.E., CFM

Title: Project Manager

Address: 414 South 17th Street, Suite 107
Ames, IA 50010

E-Mail
Address: sps@foxeng.com

Phone: 515.233.0000

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER
OF TITLE FOR 305 SOUTH 2ND STREET FROM THE CITY OF
MARSHALLTOWN, IOWA TO DAN OSWALD**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to DAN OSWALD; and

WHEREAS, the consideration for the transfer of the real estate to DAN OSWALD, as set forth in Section 1, is the full sum of \$1,001.00 (One Thousand One and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to DAN OSWALD is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to DAN OSWALD of the property described as follows, to-wit:

LOT 3, BLOCK 2 SCHOLFIELD'S ADDITION TO THE TOWN OF MARSHALL,
MARSHALL COUNTY, IOWA

(locally known as 305 South 2nd Street, Marshalltown, Iowa)

The consideration for such conveyance shall be the sum of \$1,001.00 (One Thousand One and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER
OF TITLE FOR 405 EAST ANSON STREET FROM THE CITY OF
MARSHALLTOWN, IOWA TO DAN OSWALD**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to DAN OSWALD; and

WHEREAS, the consideration for the transfer of the real estate to DAN OSWALD, as set forth in Section 1, is the full sum of \$901.00 (Nine Hundred One and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to DAN OSWALD is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to DAN OSWALD of the property described as follows, to-wit:

THE EAST 48 FEET OF LOTS 20, 21, AND 22, BLOCK 3, ANSON'S FIFTH
SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 84
NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA

(locally known as 405 East Anson Street, Marshalltown, Iowa)

The consideration for such conveyance shall be the sum of \$901.00 (Nine Hundred One and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said

utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER
OF TITLE FOR 710 EAST STATE STREET FROM THE CITY OF
MARSHALLTOWN, IOWA TO DAN OSWALD**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to DAN OSWALD; and

WHEREAS, the consideration for the transfer of the real estate to DAN OSWALD, as set forth in Section 1, is the full sum of \$801.00 (Eight Hundred One and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to DAN OSWALD is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to DAN OSWALD of the property described as follows, to-wit:

THE WEST 40 FEET OF THE SOUTH 130 FEET OF LOT 2, BLOCK 1,
WESTLAKE'S SECOND ADDITION TO MARSHALL, MARSHALL COUNTY,
IOWA

(locally known as 710 East State Street, Marshalltown, Iowa)

The consideration for such conveyance shall be the sum of \$801.00 (Eight Hundred One and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no

longer utilizes or needs facilities in this location.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER
OF TITLE FOR 902 EAST ANSON STREET FROM THE CITY OF
MARSHALLTOWN, IOWA TO DAN OSWALD**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to DAN OSWALD; and

WHEREAS, the consideration for the transfer of the real estate to DAN OSWALD, as set forth in Section 1, is the full sum of \$1,001.00 (One Thousand One and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to DAN OSWALD is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to DAN OSWALD of the property described as follows, to-wit:

THE SOUTH FIFTY-FIVE FEET OF THE WEST ONE HUNDRED FEET OF LOT
FIVE OF LOT TWO OF LOT SEVEN OF LOT FOUR IN THE NORTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION THIRTY-SIX IN
TOWNSHIP EIGHTY-FOUR NORTH, RANGE EIGHTEEN WEST OF THE FIFTH
P.M., MARSHALL COUNTY, IOWA

(locally known as 902 East Anson Street, Marshalltown, Iowa)

The consideration for such conveyance shall be the sum of \$1,001.00 (One Thousand One and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to

easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
FOR 1104 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO
ALFREDO B. GORGONIO AND JUANA MACIAS DE GORGONIO**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to ALFREDO B. GORGONIO AND JUANA MACIAS DE GORGONIO; and

WHEREAS, the consideration for the transfer of the real estate to ALFREDO B. GORGONIO AND JUANA MACIAS DE GORGONIO, as set forth in Section 1, is the full sum of \$1,050.00 (One Thousand Fifty and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to ALFREDO B. GORGONIO AND JUANA MACIAS DE GORGONIO is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to ALFREDO B. GORGONIO AND JUANA MACIAS DE GORGONIO of the property described as follows, to-wit:

THE SOUTH 90 FEET OF LOT 48 IN MELROSE PARK, AN ADDITION TO THE
TOWN OF MARSHALL, MARSHALL COUNTY, IOWA

(locally known as 1104 East Main Street, Marshalltown, Iowa)

The consideration for such conveyance shall be the sum of \$1,050.00 (One Thousand Fifty and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said

utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE
FOR 402 NORTH 3RD AVENUE FROM THE CITY OF MARSHALLTOWN, IOWA TO
PATRICIA A. CHARLIER AND STEVEN D. NEDERHOFF**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to PATRICIA A. CHARLIER AND STEVEN D. NEDERHOFF; and

WHEREAS, the consideration for the transfer of the real estate to PATRICIA A. CHARLIER AND STEVEN D. NEDERHOFF, as set forth in Section 1, is the full sum of \$8,000.00 (Eight Thousand and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to PATRICIA A. CHARLIER AND STEVEN D. NEDERHOFF is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to PATRICIA A. CHARLIER AND STEVEN D. NEDERHOFF of the property described as follows, to-wit:

LOT ONE AND THE NORTH 34 FEET OF LOT TWO IN NELSON AND PETERSON'S SUBDIVISION OF OUT-LOT "A" OF WEBSTER'S THIRD ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT THE EAST 2 FEET OF THE NORTH 34 FEET OF LOT 2 AND THE EAST 2 FEET OF LOT 1, NELSON AND PETERSON'S SUBDIVISION OF OUT-LOT A, WEBSTER'S 3RD ADDITION OT THE TOWN OF NORTH MARSHALL, MARSHALL COUNTY, IOWA

(locally known as 402 North 3rd Avenue, Marshalltown, Iowa)

The consideration for such conveyance shall be the sum of \$8,000.00 (Eight Thousand and 00/100) Dollars.

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION ADOPTING TENTATIVE RESOLUTION PROVIDING
FOR THE CONVEYANCE AND TRANSFER OF TITLE BY THE CITY OF
MARSHALLTOWN, IOWA, TO ROSEMONT COMPANIES LLC TO THE
PROPERTY DESCRIBED HEREIN AND AUTHORIZING EXECUTION
AND DELIVERY OF WARRANTY DEED**

WHEREAS, the Council of the City of Marshalltown, Iowa did, on the 9th day of November, 2020, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of real estate located in Marshalltown, Iowa, herein after described to Rosemont Companies LLC; and

WHEREAS, published notice as required by law of the intended conveyance by the City of Marshalltown, of the real estate owned by it and described hereinafter has all been duly published and no other bids or objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration as therein described and as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS, the purpose of this Resolution is to authorize the conveyance by the City of Marshalltown, to Rosemont Companies LLC of the real estate hereinafter described subject to easements, rights of way and access for public utilities and sewers: Lots 1 through 15 and Tracts A and B, Southridge Estates Subdivision in the Town of Marshall, Marshall County, Iowa.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the City of Marshalltown, on the 9th day of November, 2020, whereby it is proposed to sell and dispose of and convey title of real estate, subject to easements, rights of way and access for public utilities and sewers, described as Lots 1 through 15 and Tracts A and B, Southridge Estates Subdivision in the Town of Marshall, Marshall County, Iowa, to Rosemont Companies LLC, is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by warranty deed, from the City of Marshalltown, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the warranty deed, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 23rd day of November, 2020, and signed this _____ day of November, 2020.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

APPROVE AMENDMENT NO. 8 TO
URBAN RENEWAL PLAN FOR URBAN
RENEWAL AREA NO. 3

422742-41

Marshalltown, Iowa

November 23, 2020

The City Council of the City of Marshalltown, Iowa, met on November 23, 2020, at 5:30 p.m., at the Council Chambers, for the purpose of conducting a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____

It was reported that notice of the intention of the Council to conduct a public hearing on Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, related to a development agreement with McFarland Clinic and clarifying and restating the legal description of all property that is included in Urban Renewal Area No. 3, had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written comments from any resident or property owner of the City. All written comments, statements, and evidence heretofore filed were reported to the Council.

The following named persons presented oral comments, statements, or evidence; filed written comments or statements; or presented other exhibits:

(Here list all persons presenting written or oral statements or evidence.)

There being no further comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “A Resolution to Approve Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3”, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

A resolution to approve Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3

WHEREAS, the City Council of the City of Marshalltown, Iowa (the “City”) has created Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a city adds any property or any new urban renewal projects to an urban renewal plan, a city must amend the existing urban renewal plan to describe the new property and the new projects that are being added to that plan; and

WHEREAS, Amendment No. 8 to the urban renewal plan for the Urban Renewal Area (“Amendment No. 8”) has been prepared which describes a proposed economic development agreement between the City and McFarland Clinic (the “Developer”), in connection with the development of a medical facility in the Urban Renewal Area, pursuant to which the City would rebate 50% of the incremental property taxes to be paid by the Developer, for a period of ten years, in an amount not to exceed \$2,400,000; and

WHEREAS, Amendment No. 8 also clarifies and restates the legal description of all property that is included in the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the City Council of the City on the proposed Amendment No. 8 was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing; and

WHEREAS, copies of Amendment No. 8, notice of public hearing and notice of a consultation meeting with respect to Amendment No. 8 were sent to Marshall County and the Marshalltown Community School District; the consultation meeting was held and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. It is hereby determined by this City Council as follows:

A. Amendment No. 8 to the Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 3 conforms to the general plan of the City.

B. The project described in Amendment No. 8 is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 2. Amendment No. 8, in the form presented to the City Council and attached hereto, is hereby made a part of this Resolution and is hereby in all respects approved.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November 23, 2020.

Mayor

Attest:

City Clerk

**CITY OF MARSHALLTOWN, IOWA
MARSHALLTOWN URBAN RENEWAL AREA NO. 3**

**AMENDMENT NO. 8
URBAN RENEWAL PLAN**

November, 2020

The Urban Renewal Plan for Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) is hereby amended in accordance with the provisions of Chapter 403 of the Code of Iowa, to describe a new urban renewal project that is proposed to be undertaken in the Urban Renewal Area and to clarify and restate the legal description of all property that is included in the Urban Renewal Area.

The City proposes to enter into a development agreement with McFarland Clinic, pursuant to which McFarland Clinic would construct a 66,000 square foot medical facility on property located in the Urban Renewal Area, and the City would provide tax increment rebate payments for a period of ten years, in annual amounts equal to 50% of incremental property tax revenues generated by the project, with a maximum amount of payments not to exceed \$2,400,000.

Attached as Exhibit A is a restatement of the legal description of the property that is included in Urban Renewal Area No. 3, which will replace all prior legal descriptions in the original urban renewal plan and in any amendments to that plan.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the City	\$47,375,000
Constitutional debt limit of the City:	\$86,000,000
 Proposed debt to be incurred in Urban Renewal Area:	 \$2,400,000

EXHIBIT A

RESTATED LEGAL DESCRIPTION OF PROPERTY INCLUDED IN MARSHALLTOWN URBAN RENEWAL AREA NO. 3

Beginning at the intersection of the centerlines of South Center Street and of East Olive St;
thence Easterly along the centerline of East Olive Street to the centerline of South 2nd Avenue;
thence Southerly along said centerline (extended) to the South line of Future 1st Addition;
thence Westerly along said South line of Future 1st Addition to the NE corner of Lot 1, Block 1,
of Sunset 1st Addition ;
thence Southerly to the SE corner of Lot 19, Block 1, of Sunset 1st Addition;
thence Easterly to the NE corner of Lot 12, Block 1, of Sunset 2nd Addition;
thence Southerly to the SE corner of Lot 12, Block 1, of Sunset 2nd Addition;
thence Southwesterly to the NE corner of Lot 1, Block 4, of Sunset 2nd Addition;
thence Southerly to the SE corner of Lot 1, Block 1, of Thunderbird Village 1st Addition;
thence Easterly along the North line of Lot 2 of the Subdivision of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section
11, Township 83 North, Range 18 West of the 5th P.M. to the Northeasterly corner of said Lot 2;
thence Southeasterly along the Easterly line of Lot 2 and Lot 5 of the Subdivision of the NW $\frac{1}{4}$
NE $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner
of said Lot 5;
thence Southeasterly along the Westerly line of Sugar Creek Fifth Addition to the North right of
way line of East Southridge Road;
thence Easterly along the North right of way line of East Southridge Road to the East line of the
NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 11;
thence Southerly along said East line to the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11;
thence Easterly along said North line to the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township
83 North, Range 18 West of the 5th P.M.;
thence Easterly along the North line of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 12, Township 83
North, Range 18 West of the 5th P.M. to the Northeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12,
Township 83 North, Range 18 West of the 5th P.M.;
thence Southerly along the East line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, Township 83 North,
Range 18 West of the 5th P.M. to the SE corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence Westerly along the South line of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 12, Township 83
North, Range 18 West of the 5th P.M. to the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12,
Township 83 North, Range 18 West of the 5th P.M.;
thence Southerly along the East line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 83 North, Range
18 West of the 5th P.M. to the SE corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;
thence Easterly along the North line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 83 North,
Range 18 West of the 5th P.M. to the NE corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;
thence Southerly along the East line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13 to the South line of
said NW $\frac{1}{4}$ NW $\frac{1}{4}$;

thence Westerly along the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 83 North,
Range 18 West of the 5th P.M. to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14,
Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M. to the West line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Northerly along said West line to the Southeast corner of Lot 1 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly 673.0' along the South line of Lot 1 and Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., to a point 66.0' East of the Southwest corner of said Lot 2;

thence Northerly 353.4' parallel to and 66.0' East of the West line of said Lot 2 to the North line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 15 North, Range 18 West of the 5th P.M.;

thence Westerly 66.0' along said North line to the Northwest Corner of Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Southerly 353.4' along the Westerly line of said Lot 2 to the Southwest Corner thereof;

thence Westerly along the South line of Lot 3 and Lot 4 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., to the Southwest corner of said Lot 4;

thence Northerly along the West line of said Lot 4 to the NW corner of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence North along the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the Northwest corner thereof;

thence East along the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10 a distance of 289.96' to the Northeast corner of Parcel "D" in Lot 4 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 10;

thence South along the East line of said Parcel "D" to the Northwest corner of Lot 5, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly along the North lines of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 3, Pioneer Village First Addition to the Northeast corner of said Lot 13;

thence Southeasterly to the Northwest corner of Lot 14, Block 3, Pioneer Village First Addition to Marshall;

thence Southeasterly to the Northeast corner of Lot 16, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly parallel to and 60.0' North of the South line of said Lot 14 extended to a point on the East right of way line of S. 14th St.;

thence North along said East right of way line to the Southwest corner of Lot 1, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence East along the South line of Rolling Meadows 2nd Addition to Marshall to the Southeast corner of Lot 9, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence South to the Northwest corner of Parcel "A" in Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence East along the North line of said Parcel "A" extended to a point 224.0' North of the Southeast corner of Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence North 138.0' along the West line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the North line of the South 162.0' of Lot 1 of the Subdivision of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence East 513.0' along the North line of the South 162.0' of said Lot 1;

thence South 162.0' to the South line of said Lot 1;

thence East along the South line of said Lot 1 to the East line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence North along said East line to the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence East along the North line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10, Township 83 North, Range 18 West of the 5th P.M.; to the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence East along the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of South Pointe 2nd Addition;

thence Northwesterly along the East line of Lots 3, 4, 5, 6, and 7, South Pointe 2nd Addition to the Northeast corner said Lot 7;

thence Westerly along the North line of Lots 8, 9, 10, 17, 18, and 19, South Pointe 2nd Addition and Lots 15 and 16, South Pointe 1st Addition;

thence Northerly along the East right of way line of South 6th Street to the North right of way line of West Merle Hibbs Boulevard;

thence Easterly along said North right of way line, also being the South line of Glenwood 1st Addition to the Southeast corner of said Glenwood 1st Addition;

thence North along the East line of Lot 7, Glenwood 1st Addition, and the East line of Parcel "A" in said Lot 7, Glenwood 1st Addition, and the West line of Parcel "C" located in a part of Ray 2nd Addition and a part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M., to the Northwest corner of said Parcel "C";

thence Easterly along the North line of said Parcel "C" to the Northeast Corner of said Parcel "C";

thence Northeasterly to the Southeast Corner of Parcel "A" in Lot 3, Weitzel's Subdivision in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M.;

thence North along the East line of said Parcel "A" to the Northeast corner of said Parcel "A";

thence Northeasterly along the Easterly line of Ray 1st Addition to the South line of Commerce 3rd Addition;

thence Easterly along the South line of Commerce 3rd Addition to the centerline of South 2nd St.;

thence Northerly along the centerline of South 2nd St. to the centerline of West Southridge Road;
thence Easterly along the centerline of West Southridge Road to the Southerly extension of the
West line of Lot 2 of the Subdivision of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North,
Range 18 West of the 5th P.M.;
thence Northerly along the West line of Lot 2 extended to the Southwest corner of Lot 2 of Lot 3
of Lot 1 of the Subdivision of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of
the 5th P.M.;
thence Easterly 10 feet along the South line of said Lot 2 of Lot 3 of Lot 1;
thence Northerly along the East line of the West 10 feet of Lot 2 of Lot 3 of Lot 1 and of the
West 10 feet of Lot 2 of Lot 2 of Lot 1 extended to the centerline of Westwood Drive, all in the
NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M.;
thence Easterly along said centerline to the Southerly extension of the West line of Lot 14 of the
Subdivision of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 83 North, Range 18 West of the 5th
P.M.;
thence North along the West line of Lots 4 through 14 of said Subdivision of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ to
the centerline of Santa Barbara Drive;
thence Easterly along said centerline to the centerline of South Center Street;
thence Northerly along said centerline to the centerline of West Olive Street and the Point of
Beginning.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF MARSHALL
CITY OF MARSHALLTOWN

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3.

WITNESS MY HAND this ____ day of _____, 2020.

City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE RELATED TO TAXABLE
PROPERTY INCLUDED IN AMENDMENT
NO. 8 TO THE URBAN RENEWAL PLAN
FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3

(Ord.–Initial Consideration)

422742-41

Marshalltown, Iowa

November 23, 2020

The City Council of the City of Marshalltown, Iowa, met on November 23, 2020, at 5:30 p.m., at the Council Chamber.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that it was necessary for the Council to adopt an ordinance in order to restate the legal description of all property located within Marshalltown Urban Renewal Area No. 3, as set out in Amendment No. 8 to the urban renewal plan for Urban Renewal Area No. 3 and to clarify the description of property that is subject to the tax increment provisions of Chapter 403 of the Code of Iowa.

Council Member _____ introduced an ordinance entitled “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its first consideration and that it be adopted.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its initial consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

ORDINANCE NO. 15004

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 8 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

BE IT ENACTED by the Council of the City of Marshalltown, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property included in Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in Urban Renewal Area No. 3 and to clarify and restate the legal description of all property that is located within Urban Renewal Area No. 3.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Marshalltown, Iowa.

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area” shall mean Marshalltown Urban Renewal Area No. 3, as from time to time amended.

“Urban Renewal Area Amendment” shall mean the taxable property included in Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 of the City of Marshalltown, the description of which taxable property is set out below, approved by the City Council by resolution adopted on November 23, 2020:

**RESTATED LEGAL DESCRIPTION OF PROPERTY INCLUDED IN
MARSHALLTOWN URBAN RENEWAL AREA NO. 3**

Beginning at the intersection of the centerlines of South Center Street and of East Olive St; thence Easterly along the centerline of East Olive Street to the centerline of South 2nd Avenue; thence Southerly along said centerline (extended) to the South line of Future 1st Addition; thence Westerly along said South line of Future 1st Addition to the NE corner of Lot 1, Block 1, of Sunset 1st Addition ; thence Southerly to the SE corner of Lot 19, Block 1, of Sunset 1st Addition; thence Easterly to the NE corner of Lot 12, Block 1, of Sunset 2nd Addition; thence Southerly to the SE corner of Lot 12, Block 1, of Sunset 2nd Addition; thence Southwesterly to the NE corner of Lot 1, Block 4, of Sunset 2nd Addition; thence Southerly to the SE corner of Lot 1, Block 1, of Thunderbird Village 1st Addition;

thence Easterly along the North line of Lot 2 of the Subdivision of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M. to the Northeasterly corner of said Lot 2; thence Southeasterly along the Easterly line of Lot 2 and Lot 5 of the Subdivision of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of said Lot 5;

thence Southeasterly along the Westerly line of Sugar Creek Fifth Addition to the North right of way line of East Southridge Road;

thence Easterly along the North right of way line of East Southridge Road to the East line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 11;

thence Southerly along said East line to the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 11;

thence Easterly along said North line to the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M.;

thence Easterly along the North line of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 12, Township 83 North, Range 18 West of the 5th P.M. to the Northeast corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, Township 83 North, Range 18 West of the 5th P.M.;

thence Southerly along the East line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, Township 83 North, Range 18 West of the 5th P.M. to the SE corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

thence Westerly along the South line of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 12, Township 83 North, Range 18 West of the 5th P.M. to the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12, Township 83 North, Range 18 West of the 5th P.M.;

thence Southerly along the East line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M. to the SE corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$;

thence Easterly along the North line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 83 North, Range 18 West of the 5th P.M. to the NE corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;

thence Southerly along the East line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 13 to the South line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$;

thence Westerly along the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly along the South line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M. to the West line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Northerly along said West line to the Southeast corner of Lot 1 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Westerly 673.0' along the South line of Lot 1 and Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., to a point 66.0' East of the Southwest corner of said Lot 2;

thence Northerly 353.4' parallel to and 66.0' East of the West line of said Lot 2 to the North line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 15 North, Range 18 West of the 5th P.M.;

thence Westerly 66.0' along said North line to the Northwest Corner of Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence Southerly 353.4' along the Westerly line of said Lot 2 to the Southwest Corner thereof;

thence Westerly along the South line of Lot 3 and Lot 4 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., to the Southwest corner of said Lot 4;

thence Northerly along the West line of said Lot 4 to the NW corner of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence North along the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the Northwest corner thereof;

thence East along the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10 a distance of 289.96' to the Northeast corner of Parcel "D" in Lot 4 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 10;

thence South along the East line of said Parcel "D" to the Northwest corner of Lot 5, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly along the North lines of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 3, Pioneer Village First Addition to the Northeast corner of said Lot 13;

thence Southeasterly to the Northwest corner of Lot 14, Block 3, Pioneer Village First Addition to Marshall;

thence Southeasterly to the Northeast corner of Lot 16, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly parallel to and 60.0' North of the South line of said Lot 14 extended to a point on the East right of way line of S. 14th St.;

thence North along said East right of way line to the Southwest corner of Lot 1, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence East along the South line of Rolling Meadows 2nd Addition to Marshall to the Southeast corner of Lot 9, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence South to the Northwest corner of Parcel "A" in Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence East along the North line of said Parcel "A" extended to a point 224.0' North of the Southeast corner of Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence North 138.0' along the West line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the North line of the South 162.0' of Lot 1 of the Subdivision of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence East 513.0' along the North line of the South 162.0' of said Lot 1;

thence South 162.0' to the South line of said Lot 1;
thence East along the South line of said Lot 1 to the East line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;
thence North along said East line to the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;
thence East along the North line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10, Township 83 North, Range 18 West of the 5th P.M.; to the Northeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10, Township 83 North, Range 18 West of the 5th P.M.;
thence East along the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M. to the Southeast corner of South Pointe 2nd Addition;
thence Northwesterly along the East line of Lots 3, 4, 5, 6, and 7, South Pointe 2nd Addition to the Northeast corner said Lot 7;
thence Westerly along the North line of Lots 8, 9, 10, 17, 18, and 19, South Pointe 2nd Addition and Lots 15 and 16, South Pointe 1st Addition;
thence Northerly along the East right of way line of South 6th Street to the North right of way line of West Merle Hibbs Boulevard;
thence Easterly along said North right of way line, also being the South line of Glenwood 1st Addition to the Southeast corner of said Glenwood 1st Addition;
thence North along the East line of Lot 7, Glenwood 1st Addition, and the East line of Parcel "A" in said Lot 7, Glenwood 1st Addition, and the West line of Parcel "C" located in a part of Ray 2nd Addition and a part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M., to the Northwest corner of said Parcel "C";
thence Easterly along the North line of said Parcel "C" to the Northeast Corner of said Parcel "C";
thence Northeasterly to the Southeast Corner of Parcel "A" in Lot 3, Weitzel's Subdivision in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M.;
thence North along the East line of said Parcel "A" to the Northeast corner of said Parcel "A";
thence Northeasterly along the Easterly line of Ray 1st Addition to the South line of Commerce 3rd Addition;
thence Easterly along the South line of Commerce 3rd Addition to the centerline of South 2nd St.;
thence Northerly along the centerline of South 2nd St. to the centerline of West Southridge Road;
thence Easterly along the centerline of West Southridge Road to the Southerly extension of the West line of Lot 2 of the Subdivision of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M.;
thence Northerly along the West line of Lot 2 extended to the Southwest corner of Lot 2 of Lot 3 of Lot 1 of the Subdivision of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M.;
thence Easterly 10 feet along the South line of said Lot 2 of Lot 3 of Lot 1;
thence Northerly along the East line of the West 10 feet of Lot 2 of Lot 3 of Lot 1 and of the West 10 feet of Lot 2 of Lot 2 of Lot 1 extended to the centerline of Westwood Drive, all in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 83 North, Range 18 West of the 5th P.M.;
thence Easterly along said centerline to the Southerly extension of the West line of Lot 14 of the Subdivision of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 83 North, Range 18 West of the 5th P.M.;

thence North along the West line of Lots 4 through 14 of said Subdivision of the SE ¼ SW ¼ to the centerline of Santa Barbara Drive;
thence Easterly along said centerline to the centerline of South Center Street;
thence Northerly along said centerline to the centerline of West Olive Street and the Point of Beginning.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Amendment. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Amendment each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Amendment is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Amendment exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been

paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Marshalltown, Iowa, the ____ day of _____, 20____.

Mayor

Attest:

City Clerk

Approved this ____ day of _____, 20____.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE RELATED TO TAXABLE
PROPERTY INCLUDED IN AMENDMENT
NO. 8 TO THE URBAN RENEWAL PLAN
FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3

422742-41

(Ord.–Second Consideration)

Marshalltown, Iowa

_____, 20__

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 20__, at _____ o'clock ____m., at the Council Chambers.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that, on November 23, 2020, the Council had given its initial consideration to an ordinance entitled “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE RELATED TO TAXABLE
PROPERTY INCLUDED IN AMENDMENT
NO. 8 TO THE URBAN RENEWAL PLAN
FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3

422742-41

(Final Consideration And Adoption)

Marshalltown, Iowa

_____, 20__

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 20__, at _____ o'clock ____m., at the Council Chambers.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

It was reported that on November 23, 2020, and on _____, 20__, the Council had given initial and second consideration to an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, Pursuant to Section 403.19 of the Code of Iowa".

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and had been adopted.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

SS:

MARSHALL COUNTY

CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving "Ordinance No._____. An Ordinance providing for the division of taxes levied on taxable property in Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa".

I also certify that I caused to be published a summary of "Ordinance No._____. An Ordinance providing for the division of taxes levied on taxable property in Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa", of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in the City.

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

City Clerk

(Attach hereto publisher's affidavit of publication with clipping of summary of ordinance as published.)

STATE OF IOWA

SS:

MARSHALL COUNTY

I, the undersigned, County Auditor of Marshall County, Iowa, do hereby certify that on the ____ day of _____, 20____, the City Clerk of the City of Marshalltown, Iowa, filed in my office a copy of an ordinance of the City, shown to have been adopted by the City Council and approved by the Mayor thereof on _____ 20____, entitled: "Ordinance No._____. An Ordinance providing for the division of taxes levied on taxable property in Amendment No. 8 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa", and that I have duly placed a copy of the ordinance on file in my records.

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

County Auditor

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City 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: November 16, 2020
RE: Urban Revite/Tax Abatement Areas

The City has three urban revitalization areas or tax abatement areas, which can be seen on the attached map. Both Areas 1 and 2 deal with commercial property tax abatement, providing a 3-year, 100 percent abatement, while Area 3 is a city-wide housing area with three abatement schedules. In a review of the current abatement areas, it was noted that Areas 1 and 2 expire on December 31, 2020. We have also had some reasons to look at adjusting boundaries. The summaries below provide a brief history of each area and recommendations.

Urban Revitalization Area #1

This area was established in 1983 for a period of 10 years and encompasses the Central Business District and surrounding areas. The plan/area were then continually amended to extend the dates in which the tax abatement incentive was available. In 2011, the end date for the area was extended to December 31, 2020. This area has maintained its original boundaries since 1983.

RECOMMENDATION: Bring forth an ordinance to extend the life of Urban Revitalization Area #1 to December 31, 2030.

Urban Revitalization Area #2

Area #2 encompasses a significantly larger area than #1, extending from a small area of South 12th Street by West Lincoln Way east to cover a very large area including JBS, Lennox, and other industrial areas along 18th Avenue and the eastern side of the community. When approved in 1985, it started out as a much smaller area, generally south of Madison Street and to High Street, west of Center Street. It was established for a period of 10 years. The area was then amended in 1990 to add additional area, which includes much of the current footprint, but also to include an area along Center Street extending south to Iowa Avenue. This area was then removed in 1996. Like Area 1, this area was also amended over the years to continually extend the effective dates, ultimately being extended to December 31, 2020, by an ordinance adopted in 2011.

RECOMMENDATION 1: Bring forth an ordinance to extend the life of Urban Revitalization Area #1 to December 31, 2030.

This area also has existing borders that are seeing a change in use or a likely transition in the future and could easily be added to the existing area with a change in the

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



effective dates, which were not included in prior amendments, including the following parcels:

- 201 East Anson Street- vacant land along Highway 14, which is immediately south of the current border of the area along Anson Street
- 306 West High Street- vacant lot currently for sale, which is immediately south of the current border along High Street
- Land being opened up by the Edgewood Extension north of Marion Street- this includes multiple parcels which will be re-platted into lots for industrial development.



RECOMMENDATION: To add the areas noted above into the Urban Revitalization Area 2 with a plan amendment extending the dates of the Area.

Urban Revitalization Area #3

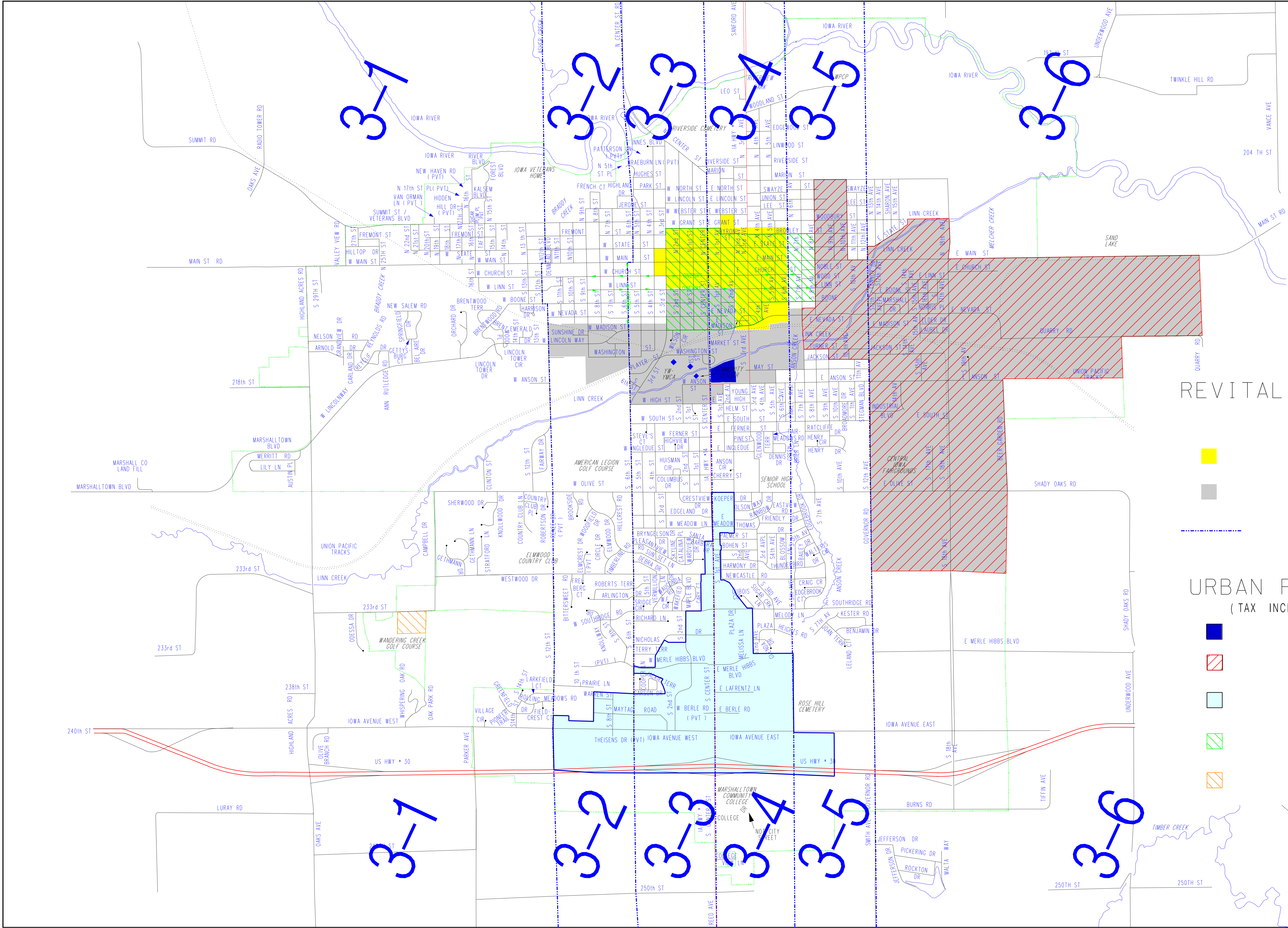
This area is a that was established in 1994, but did not really take shape until the Chamber conducted a housing study in 1995, which came with a recommendation for a tax abatement incentive for housing rehabilitation and new construction. Mayor Thompson created a task force which affirmed this, and has gotten us to where we are today through plan amendments in 1997. Since then the Area has undergone amendments to extend the dates of existence and to modify eligibility requirements. In 2013, all expiration dates were removed and language regarding the timeframe was adopted to provide for the Council to repeal the ordinance “should the desired level of revitalization be attained” for housing.

RECOMMENDATION: No action is necessary at this time

City Council

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



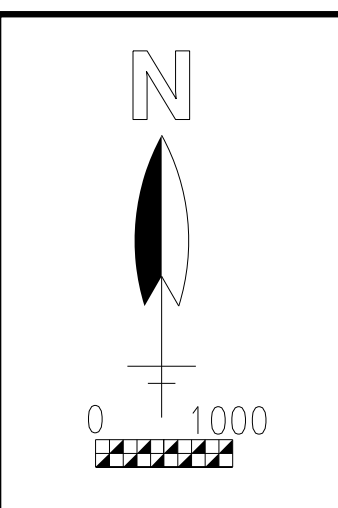


REVITALIZATION AREAS
(TAX ABATEMENT)

- NO. 1 AS AMENDED
- NO. 2 AS AMENDED
- NO. 3

URBAN RENEWAL AREAS
(TAX INCREMENT FINANCING)

- NUMBER 1
- NUMBER 2
- NUMBER 3
- NUMBER 4
- NUMBER 5



November 16, 2020

Honorable Mayor Joel Greer,
City Councilors, Mike Gowdy, Al Hoop, Gabe Isom, Bill Martin, Gary Thompson, Bethany Wirin
City Administrator, Jessica Kinser,
City Clerk, Alicia Hunter,
City Attorney, Roger Schoell,

Dear Mayor, Councilors and staff,

Please accept this as my formal resignation from the position of City Councilor representing the First Ward of Marshalltown, Iowa. My resignation will be effective as of December 31, 2020.

I have been honored to serve along with you representing the members of our community. I have learned much and appreciate the hard work that goes into the decision we make as a council. I have greatly enjoyed my time serving the citizens of Marshalltown on the city council. I will continue to serve them in a different capacity as the State Representative for Iowa House District 71.

Thank you for your service.

Sincerely,



Sue Cahill
Marshalltown City Councilor, First Ward
202 N. 1st Street
Marshalltown, IA 50258

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City 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: November 16, 2020
RE: Vacancy of 1st Ward Council Seat

With the election of Council member Cahill to the Iowa House of Representatives, a vacancy will be created in the 1st Ward. This leaves the Council with a decision of appointing an eligible voter of the 1st Ward to fill the vacancy or holding a special election. If an appointment is made a special election could still be required by a petition of eligible voters from the 1st Ward.

I am recommending the Council pursue an appointment to fill the vacancy. Council member Cahill's term was to end at the end of 2021, so the four-year term for the 1st ward seat will be on the ballot in November 2021. Special elections have a cost, and in 2018, the special election for the 2nd Ward seat was \$6,341.98.

Pursing an appointment does not infringe on the right of citizens of the 1st Ward to petition for a special election. With an appointment, the appointee would be able to remain on the Council if a petition for a special election were received. This would mean the City Council would have a full membership of 7 members during some of the busiest months (budget, capital planning, etc.).

The City can begin the process and provide notice of the date an appointment would take place but cannot actually appoint until the vacancy exists on January 1, 2021. I would recommend using a similar process to that was used to fill the vacancy in the 1st ward in 2017 which was an interview process with planned questions. At this time, I am seeking direction from the Council as to which process you would like to pursue. This will give us the ability to begin planning for the pending vacancy.

City Council

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

