

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
OCTOBER 25, 2021, 5:30 PM

A. **NOTICE TO PUBLIC**

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

B. **CALL TO ORDER**

Mayor Joel T.S. Greer

C. **PLEDGE OF ALLEGIANCE**

D. **ROLL CALL**

Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin

E. **MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**

1. **Years Of Service - October**

Jose Pena Gutierrez-5 years; Robb Pippin-10 years; Sarah
Rosenblum-10 years; Michael Tupper-10 years

F. **CONSENT AGENDA**

1. **APPROVE MINUTES 10/11/21 MEETING AND BILL LIST
\$2,297,147.20**

Documents:

[2021-10-11 SIGNED Council Minutes.pdf](#)
[2021-10-25_BILL LIST Summary.pdf](#)
[2021-10-25_BILL LIST Detail.pdf](#)

2. **Civil Service New Hire List**

- Police Officer - New Hire List
- Horticulturist - New Hire List
- Street Mechanic - New Hire List

- Street Maintenance Worker - New Hire List

Documents:

[2021-10-22 Police Officer \(valid 10-22-22\).pdf](#)
[2021-10-22 Horticulturist \(valid 10-22-22\).pdf](#)
[2021-10-22 Street Mechanic \(valid 10-22-22\).pdf](#)
[2021-10-22 Street Maintenance Worker II \(valid 10-22-22\).pdf](#)

3. APPROVE LIQUOR LICENSE RENEWALS

- Best Western Regency Inn, 3303 S Center St
- TC's, LLC, 921 N 3rd Ave
- Totem Bowl, 1101 S 6th St

4. APPROVE AUGUST 2021 FINANCIAL STATEMENTS

Documents:

[August 2021 Financials Memo.pdf](#)
[August 2021 Financial Statements.pdf](#)

5. REAPPOINTMENTS TO THE FIRE CODE BOARD OF APPEALS,
4 YR TERMS EXPIRING 8/1/25

- Heidi Hogan
- Jeffrey Mann
- Phyllis Mazour
- Wayne Waltermire Jr.

6. RESOLUTION 2021-280 ACCEPTING BID AND AUTHORIZING
THE PURCHASE OF TWO 2016 CATERPILLAR 12M3 MOTOR
GRADERS FROM ZIEGLER CAT FOR USE IN THE STREET
DEPARTMENT AND DECLARING CERTAIN PROPERTY
SURPLUS

Documents:

[2021-10-25_2021-280_Resolution Approving Purchase of
Motor Graders for Street Dept.pdf](#)
[2021-10-25_2021-280_Ziegler Quote.pdf](#)

7. RESOLUTION 2021-281 ACCEPTING QUOTE AND AUTHORIZING
THE PURCHASE OF UV DISINFECTION LAMPS AND QUARTZ
SLEEVES FOR THE PRICE OF \$80,204.90 FOR USE IN THE
WATER POLLUTION CONTROL PLANT DISINFECTION SYSTEM

Documents:

[2021-10-25 2021-281 Resolution Approving WPCP UV](#)

[Lamps and Sleeves.pdf](#)

[2021-10-25_2021-281_Memo to Council UV Lamps and Sleeves.pdf](#)

[2021-10-25_2021-281_EES Quote.pdf](#)

8. RESOLUTION 2021-282 ACCEPTING THE SHELTER AT WEST END PARK TO THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$54,821 FROM THE 13TH STREET ASSOCIATION

Documents:

[2021-10-25_2021-282_Resolution Accepting Donation of West End Shelter from 13th St Assoc.pdf](#)

9. RESOLUTION 2021-283 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING THE GARLING CONSTRUCTION, INC VETERANS MEMORIAL COLISEUM PROJECT, BEING PROJECT NO. BLD19001 WITH A FINAL PROJECT COST IN THE AMOUNT OF \$3,871,150.51

Documents:

[2021-10-25_2021-283_Resolution Accepting Veterans Memorial Coliseum Renovation BLD19001.pdf](#)

10. RESOLUTION 2021-284 APPROVING CONTRACT CHANGE ORDER #4 FOR THE S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENTS PROJECT #PLT19001 A DECREASE OF \$21,221.71

Documents:

[2021-10-25_2021-284_Resolution Approving CO4 for S 1st St Lot PLT19001.pdf](#)

[2021-10-25_2021-284_CO4 PLT19001 1st St Parking Lot.pdf](#)

11. RESOLUTION 2021-285 APPROVING CONTRACT CHANGE ORDER #5 FOR THE E. MERLE HIBBS BOULEVARD EAST EXTENSION PROJECT #ECO19001 A DECREASE OF \$144,314.31

Documents:

[2021-10-25_2021-285_Resolution Approving E Merle Hibbs CO5-Decrease.pdf](#)

[2021-10-25_2021-285_CO5 Wenthold.pdf](#)

12. RESOLUTION 2021-286 APPROVING CONTRACT CHANGE ORDER #7 FOR THE 2017 MANHOLE AND POINT REPAIR PROJECT #59016002 A DECREASE OF \$105,339.72

Documents:

[2021-10-25_2021-286_Resolution Approving CO7](#)

[59016002 Manhole.pdf](#)

[2021-10-25_2021-286_59016002 Manhole CO7.pdf](#)

13. RESOLUTION 2021-287 TO APPROVE ADMINISTRATIVE SERVICES FOR THE CITY OF MARSHALLTOWN CDBG-CV PROJECTS

Documents:

[2021-10-25_2021-287_CDBG Resolution for Admin Services.pdf](#)

14. RESOLUTION 2021-288 TO APPROVE THE ADOPTION OF THE IOWA ECONOMIC DEVELOPMENT AUTHORITY DUPLICATION OF BENEFITS POLICIES AND PROCEDURES

Documents:

[2021-10-25_2021-288_Resolution Approving DOB Policy for CDBG-CV - Marshalltown.pdf](#)
[2021-10-25_2021-288_CDBG-CV_DOB Policy.pdf](#)

15. RESOLUTION 2021-289 APPROVING ENGINEERING SERVICES AMENDMENT NO. 2 WITH FOX ENGINEERING ASSOCIATES, INC FOR THE S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT #PLT19001, AN INCREASE OF \$3,875.00

Documents:

[2021-10-25_2021-289_Resolution Approving Amendment No. 2 PLT19001.pdf](#)
[2021-10-25_2021-289_Fox Engineering Amendment No. 2 PLT19001.pdf](#)

16. RESOLUTION 2021-290 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING WENTHOLD EXCAVATING E. MERLE HIBBS EXTENSION PROJECT, BEING PROJECT NO. ECO19001

Documents:

[2021-10-25_2021-290_ECO19001 Res Completion.pdf](#)
[ECO19001 NOTICE OF ACCEPTABILITY OF WORK.pdf](#)
[ECO19001 CERTIFICATE OF SUBSTANTIAL COMPLETION.pdf](#)

G. RESOLUTIONS

1. RESOLUTION 2021-291 AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021 AND SETTING THE DATE FOR THE SALE OF THE BONDS

Documents:

[2021-10-25_2021-_Auth POS Set Sale GO CP LA Speer Auction \(Marshalltown 45 2021\)-v1.pdf](#)
[Memo for Preliminary Official Statement approval for October 25 2021 Council meeting.pdf](#)
[Preliminary Official Statement for 2021 GO Bond.pdf](#)

2. RESOLUTION 2021-292 CREATING A FULL-TIME CUSTODIAN POSITION AND PROVIDING FUNDING FOR SAID POSITION IN THE CURRENT FISCAL YEAR

Documents:

[2021-10-25_2021-292_Resolution Approving Full Time Custodial Position.pdf](#)
[2021-10-25_2021-292_Memo Full-Time Custodial Position.pdf](#)

3. RESOLUTION 2021-293 RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR THE IEDA DOWNTOWN REVITALIZATION GRANT (DTR), WITH RDG IA INC., IN THE AMOUNT OF \$120,000 PLUS REIMBURSABLE EXPENSES

Documents:

[2021-10-25_2021-293_RES Approving RDG Contract_DTR Grant.pdf](#)
[2021-10-25_2021-293_MEMO Approving RDG Contract_DTR Grant.pdf](#)
[2021-10-25_2021-293_CONTRACT_RDG_DTR Grant.pdf](#)

4. RESOLUTION 2021-294 NAMING THE POCKET PARK BETWEEN CITY HALL AND THE VETERANS MEMORIAL COLISEUM THE VETERANS COURTYARD

Documents:

[2021-10-25_2021-294_Resolution Naming the Pocket Park - Veterans Courtyard.pdf](#)
[2021-10-25_2021-294_Park and Rec Advisory Board Minutes.pdf](#)

H. ORDINANCES

1. ORDINANCE 15025 TO AMEND THE MARSHALLTOWN FIRE CODE TO PROVIDE GUIDANCE ON THE OPERATIONS OF THE FIRE CODE BOARD OF APPEALS

3RD READING

Documents:

[2021-10-25_ORDINANCE 15025 Amended - Fire Code to Board of Appeals.pdf](#)

2. ORDINANCE 15026 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING CHAPTER 94 HUMAN RIGHTS; NON-DISCRIMINATION

3RD READING

Documents:

[2021-10-25_ORDINANCE 15026 Repealing Chapter 94 Human Rights Commission.pdf](#)

3. ORDINANCE 15028 TO AMEND SECTION 31.046 OF THE MARSHALLTOWN CODE OF ORDINANCES TO PROVIDE DIRECTION FOR THE WATER WORKS BOARD OF TRUSTEES

FIRST READING

Documents:

[2021-10-25_ORDINANCE 15028 Water Works Board of Trustees.pdf](#)

4. ORDINANCE 15029 TO AMEND THE LICENSING AND COLLECTION REGULATIONS FOR THE COLLECTION OF GARBAGE OR REFUSE, YARD WASTE AND RECYCABLES

1ST READING

Documents:

[2021-10-25_ORDINANCE_Memo Garbage and Refuse Collection.pdf](#)

[2021-10-25_ORDINANCE_15029 Amend Garbage and Refuse Collection.pdf](#)

I. DISCUSSION

1. Discussion Of Airport-Related Items

1. Airport Rules And Regulations

Documents:

[Memo Airport Rules and Regs.pdf](#)
[Chapter 111 Airports and Aircraft.pdf](#)
[Minimum Standards.pdf](#)

2. Fixed Base Operator And Airport Manager Agreements

Documents:

[Memo Airport Agreements.pdf](#)
[Airport Agreement Breakdown.pdf](#)
[2009_05-26-2009_2009-080_Airport Lease Agreement.pdf](#)

2. Marshalltown Central Business District Funding Requests

1. Incentive Grant

Documents:

[Incentive Grant Funding Request October 2021.pdf](#)
[Memo MCBF Incentive Grant.pdf](#)

2. Organizational Support

Documents:

[MCBD City Support Request October 2021.pdf](#)
[Memo MCBF Operational Support.pdf](#)

3. Airport Terminal And Hangar Time Extension Discussion

Documents:

[CGA Letter 10-21.pdf](#)
[COR 007 - Schedule Adj.pdf](#)

4. Strategic Plan Permit Review - Chapter 113 Amusements And Recreation

Documents:

[2021-10-25_DISCUSSION4_Memo Chapter 113 Permits.docx](#)
[2021-10-25_DISCUSSION4_Chapter 113.pdf](#)
[2021-10-25_DISCUSSION4_State of Iowa Promoter Responsibilities Manual.pdf](#)

J. **CLOSED SESSION - PERSONNEL**

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017. Council may take action following

closed session if recommended by counsel.

1. RESOLUTION 2021-295 CONFIRMING APPOINTMENT OF
AS MARSHALLTOWN
PUBLIC WORKS DIRECTOR/CITY ENGINEER

Documents:

[2021-10-25_2021-295_Resolution Approving Appointment
PW Director.pdf](#)

K. **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.

L. **ADJOURN**

MISSION STATEMENT

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

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

**COUNCIL PROCEEDINGS
OCTOBER 11, 2021**

Mayor Greer called the meeting to order at 5:30 PM, October 11, 2021, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Gowdy, Hoop, Isom, Ladehoff, Martin, Thompson, Wirin. Councilor Thompson gave a shout-out to Real Deals opening 10/14. Councilor Isom recognized all the new art installations. Mayor Greer announced the MPACT program received a federal grant of over \$200,000. Jessica Kinser announced the Marshalltown Central Business District was award \$1,050,000 in grants.

CONSENT AGENDA

Motion by Wirin, second by Ladehoff to adopt the consent agenda: APPROVE MINUTES 09/27/21 MEETING AND BILL LIST \$1,728,473.93; RECEIPT OF BUILDING PERMIT REPORT, SEPTEMBER 2021; APPROVE JULY 2021 FINANCIAL STATEMENTS; APPROVE LIQUOR LICENSE RENEWALS - WALMART, 2802 S CENTER ST, OLD TIMERS TAVERN, 401 S CENTER ST, ALDIS, INC #43 (WITH OWNERSHIP UPDATE), 2405 S CENTER ST; RESOLUTION 2021-266 APPROVING AN AGREEMENT FOR TOBACCO ENFORCEMENT SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE IOWA ALCOHOLIC BEVERAGES DIVISION, STATE OF IOWA, CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE; RESOLUTION 2021-267 APPROVING ALLIANT ENERGY STREET LIGHTING FOR SOUTHRIDGE ESTATES SUBDIVISION; RESOLUTION 2021-268 APPROVING CONTRACT CHANGE ORDER FOR THE GRINDING AND HAULING WOOD CHIPS; RESOLUTION 2021-269 APPROVING A CONSENT TO ASSIGNMENT OF SOFTWARE LICENSES TO CENTRALSQUARE TECHNOLOGIES LLC; RESOLUTION 2021-270 ACKNOWLEDGING THE PURCHASE OF ONE BOOKMOBILE OUTREACH VEHICLE FROM FARBER SPECIALTY VEHICLES FOR THE PRICE OF \$189,342.00 FOR USE BY THE MARSHALLTOWN PUBLIC LIBRARY; RESOLUTION 2021-271 APPROVING CONTRACT CHANGE ORDER #3 FOR THE HANGAR, TERMINAL AND SITE IMPROVEMENTS #APR190001 AN INCREASE OF \$9,866.97; RESOLUTION 2021-272 SETTING ADMINISTRATIVE PUBLIC OFFICE HOURS FOR THE MARSHALLTOWN POLICE AND FIRE DEPARTMENT. Motion carried 7-0.

REPORTS

Andrew Potter, Marshalltown Area Chamber of Commerce, provided a tourism and marketing update. This summer and fall have seen many successful events.

Chief Tupper, Marshalltown Police Department, and David Hicks, YSS, provided an update on the MPACT program. The program was awarded \$206,640.00 from the United States Department of Justice Office of Community Oriented Policing Services. From February to September MPACT responded to 244 calls for service, assisting 375 people. The program continues to be successful with 96% of people accepting services.

RESOLUTIONS

Motion by Ladehoff, second by Isom to adopt RESOLUTION 2021-273 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE ADA SIDEWALK BID PROJECT

#SDW20001 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$128,798.06. Motion carried 7-0.

Motion by Isom, second by Martin to adopt RESOLUTION 2021-274 APPROVING THE AMENDMENT OF THE COMPREHENSIVE PLAN OF 2030, CHANGING THE WEST 500 FEET OF PARCEL 8417-30-100-003 (2002 MARION STREET) TO HEAVY INDUSTRY. Michelle Spohnheimer, Housing and Community Development Director advised this amendment coincides with Ordinance 15027 to rezone this city property to heavy industry for consistency. Motion carried 7-0.

Motion by Isom, second by Martin to adopt RESOLUTION 2021-275 APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2021 DERECHO STREAM CHANNEL CLEARING PROJECT #SMW21001 AN INCREASE OF \$674,575.00. Jay Koch, City of Marshalltown Civil Engineer II, advised there was a large amount of debris that was not accounted for in the original bid. The project is on hold pending this change order. He has applied for additional funding from the National Resource Conservation Service. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:06 pm to review the Iowa Economic Development Authority (IEDA) CDBG-CV applications for Public Facilities. Elks Park is located at 516 North 3rd Street in Marshalltown. The pandemic has stretched the capacity of this neighborhood park as residents search for safe outdoor recreational opportunities close to home. Improvements are needed to enhance park usability and accessibility to more nearby residents. The project scope includes expanding the existing park shelter, adding picnic tables, adding a grill, and grading an area of the park to create a flat area. The park will also receive new lighting, sidewalks, paths, and a new sign to enhance accessibility. The total budget for Elks Park improvements and CDBG admin is \$82,400. The CDBG-CV request is \$66,400 and the City of Marshalltown cash is \$16,000. 70% of the funds (\$57,680) will benefit LMI individuals. The City will submit this application on or before 10/25/21 to the IEDA for this project. The city should hear whether the project is funded in December 2021 or January 2022. All activities with this project are done on a voluntary basis. Construction work under this project can commence after all the necessary environmental and historic reviews and bidding. The construction start date is anticipated to be sometime in calendar year 2022. The projects will be finished by June 2023. No people or businesses will be displaced as a result of these projects. A community development and housing need assessment was prepared at the hearing. Mayor Greer closed the public hearing at 6:09 pm. Motion by Isom, second by Ladehoff to adopt RESOLUTION 2021-276 TO APPROVE APPLICATION FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COVID GRANT PROGRAM FOR PUBLIC FACILITIES. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:10 pm to review the Iowa Economic Development Authority (IEDA) CDBG-CV COVID application for Food Program Assistance. The pandemic has stretched the capacity of the Emergency Food Box and has brought about a need for them to change their food distribution model. The Marshall County Emergency Food Box program will relocate to 107 N 1st Street in Marshalltown to better serve their clients. At this location, they will start a new food distribution model where clients can choose food items from different categories with volunteer guidance. The new model creates a more dignified and efficient process for food distribution, but also requires more freezer and refrigerator space. These items

can be purchased with help from the CDBG Covid grant program. The total budget for purchasing 1 commercial 2-glass door refrigerator, 1 commercial 2-glass door freezer, 1 walk-in freezer, 1 walk-in refrigerator, installation, utility carts, pallet jacket, racks, and CDBG admin is \$55,778. The CDBG-CV request is \$45,778 and the Marshall County Emergency Food Box cash is \$10,000. 100% of the funds will benefit LMI individuals. The City will submit this application on or before 10/25/21 to the IEDA for this project. The city should hear whether the project is funded in December 2021 or January 2022. All activities with this project are done on a voluntary basis. Construction work under this project can commence after all the necessary environmental and historic reviews and bidding. The project start date is anticipated to be sometime in calendar year 2022. The project will be finished by June 2023. No people or businesses will be displaced as a result of these projects. A community development and housing need assessment was prepared at the hearing. Mayor Greer closed the public hearing at 6:12 pm. Motion by Ladehoff, second by Wirin to adopt RESOLUTION 2021-277 TO APPROVE APPLICATION FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COVID GRANT PROGRAM FOR FOOD PROGRAM ASSISTANCE. Motion carried 6-0, Hoop abstaining.

Mayor Greer opened a public hearing at 6:13 pm to review the Iowa Economic Development Authority (IEDA) CDBG-CV Covid application for Housing Conversion. A building in downtown Marshalltown located at 26 East Main Street has space in its upper story to be converted into housing units. As a result of the pandemic, housing availability in Marshalltown has decreased, and for the few housing options that are available, housing prices continue to rise. Quality and affordable housing units are also in short supply, further fueled by the pandemic. The project will add three housing units, two of which will have rents that are affordable for LMI households. The total budget for the housing conversion project at 26 East Main Street and CDBG admin is \$761,661. The CDBG-CV request is \$550,000 and building owner cash is \$211,661. 66% of the funds (\$502,699) will benefit LMI individuals. The City will submit this application on or before 10/25/21 to the IEDA for this project. The city should hear whether the project is funded in December 2021 or January 2022. All activities with this project are done on a voluntary basis. Construction work under this project can commence after all the necessary environmental and historic reviews and bidding. The construction start date is anticipated to be sometime in calendar year 2022. The project will be finished by June 2023. No people or businesses will be displaced as a result of these projects. A community development and housing need assessment was prepared at the hearing. Mayor Greer closed the public hearing at 6:17 pm. Motion by Gowdy, second by Wirin to adopt RESOLUTION 2021-278 TO APPROVE APPLICATION FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COVID GRANT PROGRAM FOR HOUSING CONVERSION. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:17 pm PROVIDING FOR THE VACATION, CONVEYANCE, AND TRANSFER OF THE ALLEY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO DAVID J. STORJOHANN. Public comment: David Storjohann, 906 Jackson Street, thanked the council for supporting this. Mayor Greer closed the public hearing at 6:18 pm. Motion by Thompson, second by Isom to adopt RESOLUTION 2021-279 PROVIDING FOR THE VACATION, CONVEYANCE, AND TRANSFER OF THE ALLEY HEREIN DESCRIBED FROM THE CITY OF MARSHALLTOWN, IOWA TO DAVID J. STORJOHANN. Motion carried 6-1, Hoop dissenting.

ORDINANCES

Motion by Wirin, second by Isom to adopt the third reading of ORDINANCE 15024 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN TO REMOVE REFERENCES TO THE BOARD OF ELECTRICAL EXAMINERS. Motion carried 7-0.

Motion by Wirin, second by Martin to adopt the second reading of ORDINANCE 15025 TO AMEND THE MARSHALLTOWN FIRE CODE TO PROVIDE GUIDANCE ON THE OPERATIONS OF THE FIRE CODE BOARD OF APPEALS. Motion carried 7-0.

Motion by Ladehoff, second by Isom to adopt the second reading of ORDINANCE 15026 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY REPEALING CHAPTER 94 HUMAN RIGHTS; NON-DISCRIMINATION. Motion carried 7-0.

Mayor Greer opened a public hearing at 6:23 pm for APPROVING THE REZONING OF APPROXIMATELY 225 ACRES INCLUDING PARCELS 8418-25-126-001, 8418-25-176-001, 8418-25-201-001, 8418-25-201-002, 8418-25-226-001, 8418-25-276-001, THE WEST 500 FEET OF PARCEL 8417-30-100-003 (2002 MARION ST.) FROM R-2 LOW DENSITY RESIDENTIAL AND A-1 AGRICULTURAL RESERVE TO M-2 HEAVY INDUSTRY. Mayor Greer closed the public hearing at 6:26 pm. Motion by Martin, second by Gowdy to adopt the second reading of ORDINANCE 15027 APPROVING THE REZONING OF APPROXIMATELY 225 ACRES INCLUDING PARCELS 8418-25-126-001, 8418-25-176-001, 8418-25-201-001, 8418-25-201-002, 8418-25-226-001, 8418-25-276-001, THE WEST 500 FEET OF PARCEL 8417-30-100-003 (2002 MARION ST.) FROM R-2 LOW DENSITY RESIDENTIAL AND A-1 AGRICULTURAL RESERVE TO M-2 HEAVY INDUSTRY. Motion carried 7-0.

Motion by Martin, second by Isom to waive the third reading of ORDINANCE 15027 APPROVING THE REZONING OF APPROXIMATELY 225 ACRES INCLUDING PARCELS 8418-25-126-001, 8418-25-176-001, 8418-25-201-001, 8418-25-201-002, 8418-25-226-001, 8418-25-276-001, THE WEST 500 FEET OF PARCEL 8417-30-100-003 (2002 MARION ST.) FROM R-2 LOW DENSITY RESIDENTIAL AND A-1 AGRICULTURAL RESERVE TO M-2 HEAVY INDUSTRY. Motion carried 7-0.

DISCUSSION

Jessica Kinser, City Administrator provided a 3rd Quarter Strategic Plan Update. Strategic Planning will be scheduled for the end of November. The council would like to see staff proceed with the implementation of hedonic tone meters to monitor odor levels in the community and invite JBS to give a public presentation on their efforts to combat odors.

Jessica Kinser, City Administrator presented the first draft of a new Board and Commission Manual. This information was removed from the Council Manual to provide a more in-depth resource for board and commission requirements.

Jessica Kinser, City Administrator advised in May 1996, the City signed a 25-year management agreement with the Iowa DNR to manage DNR-owned land along the Iowa River which is set to expire 12/31/21. The Parks and Recreation Department does not have the staff or resources to

maintain the requirements of the agreement. Motion by Thompson, second by Ladehoff to allow the expiration of the Nicholson Area Management Agreement with the Iowa DNR. Motion carried 7-0.

PUBLIC COMMENT

Neil Dalal, 1504 Brentwood Terrace, thank city staff for all the great work they do in the community and thanked the council for the great vision to move our town forward.

The meeting adjourned at 6:51 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA

Alicia Hunter
Alicia Hunter, City Clerk

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 10/25/21

Advertising

TR/6 967.13

Consulting & Professional Fees

Bernie.Lowe/1 17,206.84
Bolton&Menk.Inc/6 9,615.50
CottinghamButle/1 275.00
Fox.Engrg.Assc/5 26,004.41
Great.Wstrn.Bnk/1 75.00
HDR.Engrg/1 3,733.28
Impact.7G.Inc/1 3,000.00
Iowa.One.Call/2 279.30
Lynch.Dallas.PC/5 7,072.00
Parker,Susan/1 500.00
Pillar Inc/1 25,259.13
WHKS.Co/1 2,416.80

Contracts

Aramark.Unfrm/3 78.90
BDH/1 41.00
Bjelland.Plmbg/1 5,035.63
Central.Square/2 360.00
City.Laundering/1 -26.25
Cloudiance Inc./1 1,654.75
Concrete.Profes/1 248,235.16
Construct/2 105,466.34
Continental.Fir/1 290.00
Controlled.Acce/2 79.00
Daves.Crane/1 1,800.00
Farber Vehicles/1 87,105.50
Great.Wstrn.Bnk/14 1,803.72
IA Div of Labor/3 525.00
IA.Dept.Insp.Ap/1 17.06
Impact.7G.Inc/4 6,245.00
Iowa.One.Call/1 21.60
Koch.Office/1 485.51
Marsh.Co.Treas/3 30.00
Marshall.Co.Aud/1 2,500.00
Menards/3 149.32
Mtn.Aviation/1 642.00
Mtn.Wtrwrks/1 436.04
Premier.Equip/2 344.61
Quad.City.Tstg/1 200.00
Region 6/1 2,621.15
Schendel.Pest.C/2 105.00
Schumacher.Elev/2 451.84
Servicemaster/1 1,847.00
Stericycle.Inc/2 186.90
Stone.Sanit/2 735.08
Tuttle.Plmbg/1 553.00
Vieth.Construct/1 537,262.43
WinCan.LLC/2 1,500.00
Xerox.Corp/1 39.38

Equipment

Wenthold Excav/1 35,842.33

Library Books

Baker.Taylor/37 1,867.15
Book Farm/2 353.60
BRODART.CO/8 1,663.17
Cengage.Learn/10 660.49
CenterPoint.Prn/2 108.91
Diamond.Lake/2 311.20
Great.Wstrn.Bnk/12 446.15
MicroMarketing./4 536.88
OVERDRIVE,INC./5 1,540.32

Medical

Bernie.Lowe/1 20,318.51
Hunter Lane LLC/2 1,270.85
Lifeworks.Us/1 1,163.79
Unity Point-Occ/3 336.00
Wolken,R/1 7.16

Payroll.Deductions

IA.Workforce/1 1,917.00

Payroll.Net

Payroll/1 306,702.22

Refund/Reimbursed

Baker.Taylor/3 59.84
BRODART.CO/7 308.63
CenterPoint.Prn/1 92.28
Francis, Sharon/1 73.47
Great.Wstrn.Bnk/10 230.44
Hatcher,Michael/1 215.60
IA State Fire/1 100.00
Jones,V/1 52.36
Mayo, Clairo/1 30.00
McMahon, Tim/1 45.18
Midwest.Tape/2 20.23
Robinson, Erin/1 58.52
Schroeder,Jill/1 123.54
Solis, Patricia/1 171.00

Service/Repairs

Betsinger,L/1 50.00
Burgess, Jessie/1 192.19
Century.Link/76 1,102.67
Centurylink.Id/6 10.94
Child.Missing/1 300.00
Construct/2 260,136.97
Devig,T/12 2,119.90
Dirt.to.Turf/6 4,185.00
DT.Enterprises/1 93.80
Garling.Constr/1 247,623.03
Great.Wstrn.Bnk/32 6,255.88
Hannam.Autom/1 4,005.00
Heart.of.Iowa/3 862.70
Hopper,R/1 2,500.00
HUPP.ELECTRIC.M/1 1,692.32
Jensen.Inc/1 253.00
Jurado,Maranda/1 63.00
Language.Line.S/1 1,270.90
LENZ,D/1 660.00

BILL LIST 10/25/21

Marshall.Co.Ext/1	105.00	Streichers.Inc/3	3,717.60
McAtee.Tire/6	556.20	Terminal.Supply/1	96.00
Mtwn.Aviation/2	1,894.02	Thiesens.Supply/9	2,131.81
Raven Creek/2	245.00	Tnemec.Co/2	1,126.23
Star.Equipmt/2	1,847.03	Witmer.Public.S/1	185.99
Tuttle.Plmbg/1	821.93	Travel/Training	
Vazquez, Maria/1	550.00	Great.Wstrn.Bnk/14	1,238.38
Verizon.Wireles/3	93.50	Utilities	
WICKHAM,M/1	540.00	Alliant.Energy/43	61,230.77
Wolfe.Eye.Clinic/11	280.00	Consumr.Energy/2	409.62
Supplies/Parts		Mtwn.Wtrwrks/1	757.53
Arnold.Motor.Su/11	821.37	WoodRiver.Enrgy/2	98.60
Baker.Taylor/9	474.23	Wage Assignment	
BDH/3	1,319.28	American.Educa./1	64.41
Brenntag.Great./1	1,945.19	Collection.Svs./5	1,441.11
Burgess, Jessie/1	37.83	Colonial.Life/2	417.83
City.Laundering/3	184.43	Family Sup Pay/1	152.31
Cntrl.IA.Distr/2	1,996.00	Fidelity.Securt/2	440.35
Concrete/1	133.47	Great.Wstrn.Bnk/3	180.61
Dairy.Queen/1	2,937.48	I.R.S./6	86,249.50
Diamond.Vogel/1	40.96	IA.Treasurer/3	18,177.00
Environ.Resourc/1	377.30	ICMA457Mission/11	15,300.39
Envisionware/1	829.00	PettyCash/1	200.00
Fastenal.Co/5	344.30	TotalAdmin.Serv/6	7,625.20
Fink,K/1	65.00		
Galls.LLC/1	52.70	Total/773	2,297,147.20
Gillig.LLC/1	132.35		
Graymont.Lime/1	4,446.20		
Great.Wstrn.Bnk/131	15,767.86		
Hannam.Autom/2	4,130.81		
Hardini, Cahyan/1	175.00		
Hogan.Mfg/1	215.06		
I.A.W.E.A./1	80.00		
IA.D.O.T/1	3,245.11		
Interstate Batt/3	973.70		
Iowa.Outdoors/1	15.00		
Jensen.Inc/1	200.48		
Logan.Contract/1	56.64		
Marsh.Co.Engr/23	17,698.57		
McAtee.Tire/7	925.77		
Menards/12	483.56		
Midland.Scienti/4	1,297.60		
Mtwn.Aviation/1	169.25		
Municipal.Ergenc/1	679.02		
Napa.Auto/2	107.84		
Northern.Lights/1	521.62		
Northern.Tool.E/1	1,275.95		
Nutrien.Ag.Sol/2	3,234.98		
Office.Express/1	117.60		
Raven Creek/1	23.56		
Sandry.Fire.Sup/1	4,930.50		
SE.Jones.Indust/1	740.90		
Sho.Biz Inc/1	69.49		
ShoBiz,Minutema/2	221.82		
Spahn.Rose.Lmbr/1	248.32		

BILL LIST 10/25/21

Account Number	Vendor Name	Description (Item)	Amount
001.0124.000	City of Marshalltown-Petty Cash	Petty cash for Library change	\$ 200.00
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 52.70
001.1010.5132.000	Witmer Public Safety Group Inc	PD employee clothing	\$ 185.99
001.1010.5210.000	TIMES REPUBLICAN	Advertising	\$ 46.80
001.1010.5230.000	GREAT WESTERN BANK	INTEL REQUESTS	\$ 75.00
001.1010.5280.000	A CHILD IS MISSING	renew Alert Program	\$ 300.00
001.1010.5280.000	GREAT WESTERN BANK	NOTARY RENEWAL FOR CASEE VEREN	\$ 30.00
001.1010.5280.000	GREAT WESTERN BANK	NOTARY RENEWAL FOR MICHAEL TUPPER	\$ 30.00
001.1010.5342.000	GREAT WESTERN BANK	SHREDDING SERVICE	\$ 306.23
001.1010.5344.000	Stericycle Inc	Housing and PD services	\$ 144.10
001.1010.5360.000	GREAT WESTERN BANK	POSTAGE	\$ 17.99
001.1010.5360.000	GREAT WESTERN BANK	POSTAGE	\$ 41.14
001.1010.5410.000	Burgess, Jessie	PD vehicle wheel alignment & and cam bolt repair	\$ 192.19
001.1010.5410.000	JENSEN INC	PD vehicle front motor mount and shields	\$ 253.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 521 wheel balance and valve stem	\$ 35.10
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 517 wheel balance and valve stem	\$ 130.10
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 517 wheel alignment	\$ 120.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD vehicle tire sensor repaired	\$ 18.00
001.1010.5431.000	LANGUAGE LINE SERV INC	online phone interpretation	\$ 1,270.90
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 55.60
001.1010.5460.000	GREAT WESTERN BANK	ADVANCED PHONE INVESTIGATION TRAINING	\$ 595.00
001.1010.5460.000	GREAT WESTERN BANK	INTRO PHONE INVESTIGATION TRAINING	\$ 295.00
001.1010.5460.000	GREAT WESTERN BANK	POLICE ADMIN TRAINING	\$ 150.00
001.1010.5460.000	GREAT WESTERN BANK	INTERNAL INVESTIGATION TRAINING REFUND	\$ (320.00)
001.1010.5462.000	GREAT WESTERN BANK	LUGGAGE FEE FOR CONFERENCE	\$ 30.00
001.1010.5462.000	GREAT WESTERN BANK	LUGGAGE FEE FOR CONFERENCE	\$ 30.00
001.1010.5565.000	Burgess, Jessie	PD vehicle wheel alignment & and cam bolt repair	\$ 37.83
001.1010.5565.000	JENSEN INC	PD vehicle front motor mount and shields	\$ 200.48
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 521 wheel balance and valve stem	\$ 137.97
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 517 wheel balance and valve stem	\$ 145.57
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 517 wheel alignment	\$ 9.60
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD vehicle tire sensor repaired	\$ 69.95
001.1010.5565.000	GREAT WESTERN BANK	WIPER BLADES FOR VEHICLE	\$ 13.24
001.1010.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$ 4,849.00
001.1010.5570.000	GREAT WESTERN BANK	FUEL FOR MOWER	\$ 34.30
001.1010.5600.000	OFFICE EXPRESS	PD - trash bags	\$ 117.60
001.1010.5600.000	GREAT WESTERN BANK	TARGETS FOR TRAINING	\$ 290.94
001.1010.5600.000	GREAT WESTERN BANK	PHONE CASE FOR OFFICER	\$ 27.99
001.1010.5600.000	GREAT WESTERN BANK	PD Gun range repair parts	\$ 21.24
001.1010.5600.000	GREAT WESTERN BANK	PD Gun range repair parts	\$ 52.57
001.1010.5600.000	GREAT WESTERN BANK	PD Gun range repair parts	\$ (4.19)
001.1010.5600.000	GREAT WESTERN BANK	EARMUFFS FOR SHOOTING	\$ 29.98
001.1010.5600.000	GREAT WESTERN BANK	REMOTE FOR PROJECTOR	\$ 29.88
001.1010.5703.000	BDH INFORMATION TECHNOLOGY LLC	PD - battery for HP Probook	\$ 81.00
001.1010.5703.000	BDH INFORMATION TECHNOLOGY LLC	PD - front USB and audio port	\$ 20.00
001.1010.5718.000	STREICHER'S INC	PD less leathel supplies	\$ 677.60
001.1010.5718.000	GREAT WESTERN BANK	CAMERA FOR DETECTIVE USE	\$ 1,040.95
001.1030.5481.000	ALLIANT ENERGY	2801 S 12th St EMG Sirens	\$ 24.37
001.1050.5132.000	MUNICIPAL EMERGENCY SERVICES INC	Fire dept employee clothing	\$ 679.02
001.1050.5132.000	SANDRY FIRE SUPPLY LLC	Fire gear	\$ 4,930.50
001.1050.5360.000	GREAT WESTERN BANK	return equipment	\$ 30.45
001.1050.5410.000	Tuttle Plumbing & Heating	repair steam showers at FD	\$ 821.93
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.35
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.35
001.1050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 20.22
001.1050.5450.000	GREAT WESTERN BANK	Fire dept phone charges	\$ 407.87
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	core deposit	\$ (48.00)
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	turbo diesel	\$ (11.58)
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filter	\$ 12.03

001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	turbo diesel	\$	21.06
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD #177 hood lift supports	\$	40.32
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	turbo diesel	\$	68.09
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	Fire dept battery	\$	292.67
001.1050.5565.000	Interstate Batteries of Upper Iowa	Street and Police Dept vehicles	\$	249.90
001.1050.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	258.16
001.1050.5570.000	GREAT WESTERN BANK	Chiefs vehicle gas	\$	43.60
001.1050.5570.000	GREAT WESTERN BANK	Chiefs vehicle gas	\$	42.40
001.1050.5571.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	787.93
001.1050.5571.000	GREAT WESTERN BANK	Fuel for new Fire Truck	\$	100.00
001.1050.5571.000	GREAT WESTERN BANK	Fuel for new Fire Truck	\$	73.34
001.1050.5600.000	MENARDS	Fire dept apparatus tool bags	\$	84.94
001.1050.5600.000	GREAT WESTERN BANK	10 water proof mattress covers	\$	265.99
001.1050.5600.000	GREAT WESTERN BANK	replacement batteries	\$	38.80
001.1050.5605.000	GREAT WESTERN BANK	printer cartridges	\$	162.45
001.1050.5718.000	GREAT WESTERN BANK	dual unit rapid chargers	\$	297.00
001.1050.5718.000	GREAT WESTERN BANK	2 aluminum ladders	\$	399.98
001.1050.5980.000	Iowa State Fire Marshal Division	overpayment for firework stand inspection INV35440	\$	100.00
001.1070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.05
001.1070.5450.000	GREAT WESTERN BANK	Housing phones services	\$	42.88
001.1070.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	31.60
001.1070.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	52.65
001.1071.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1071.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1071.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.05
001.1071.5450.000	GREAT WESTERN BANK	Housing phones services	\$	56.09
001.1071.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	23.76
001.1071.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	44.69
001.1072.5600.000	GREAT WESTERN BANK	lightbar headlamp	\$	80.94
001.1072.5600.000	GREAT WESTERN BANK	nitrile gloves	\$	26.76
001.1072.5718.000	GREAT WESTERN BANK	radio power supply	\$	46.98
001.1075.5261.000	DEVIG, TAYLOR	602 E South St - appliances	\$	15.00
001.1075.5261.000	DEVIG, TAYLOR	602 E South St - appliances	\$	65.00
001.1075.5261.000	DEVIG, TAYLOR	807 W Linn St remove box spring	\$	15.00
001.1075.5261.000	DEVIG, TAYLOR	807 W Linn St remove box spring	\$	65.00
001.1075.5261.000	DEVIG, TAYLOR	1203 Fairmeadows Rd remove junk	\$	65.00
001.1075.5261.000	DEVIG, TAYLOR	1203 Fairmeadows Rd remove junk	\$	42.60
001.1075.5261.000	DEVIG, TAYLOR	914 Jackson St remove junk & tires	\$	195.00
001.1075.5261.000	DEVIG, TAYLOR	914 Jackson St remove junk & tires	\$	62.30
001.1075.5261.000	DEVIG, TAYLOR	914 Jackson St remove junk & tires	\$	555.00
001.1075.5261.000	DEVIG, TAYLOR	506 E Boone St	\$	30.00
001.1075.5261.000	DEVIG, TAYLOR	506 E Boone St	\$	65.00
001.1075.5263.000	DEVIG, TAYLOR	City owned property mowings	\$	945.00
001.1075.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1075.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.1075.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.05
001.1075.5450.000	GREAT WESTERN BANK	Housing phones services	\$	48.90
001.1075.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	109.03
001.1099.5344.000	Iowa Division of Labor - Elevator Safety	Elevator permit #15267 Police & Fire dept	\$	175.00
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$	1.70
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$	2.62
001.1099.5450.000	GREAT WESTERN BANK	INTERNET SERVICES	\$	388.15
001.1099.5481.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$	11,611.81
001.1099.5481.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$	9,901.55
001.1099.5482.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$	221.89
001.1099.5482.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$	221.89
001.2020.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	151.70
001.2020.5600.000	GREAT WESTERN BANK	CHALK FOR PARKING ENFORCEMENT	\$	16.12
001.2040.5132.000	GREAT WESTERN BANK	employee boots	\$	115.56
001.2080.5342.000	MARSHALLTOWN AVIATION INC	Managers fee	\$	642.00
001.2080.5410.000	MARSHALLTOWN AVIATION INC	City ground maintenance	\$	1,863.97
001.2080.5450.000	MARSHALLTOWN AVIATION INC	Internet reimbursement	\$	30.05

001.2080.5565.000	MARSHALLTOWN AVIATION INC	Filtration Corp reimbursement	\$	169.25
001.4010.5342.000	CONTINENTAL FIRE SPRINKLER CO	Library annual inspection	\$	290.00
001.4010.5342.000	SERVICEMASTER OF M'TOWN INC	October janitorial-Library	\$	1,847.00
001.4010.5342.000	STONE SANITATION	Library - 105 W Boone St	\$	115.56
001.4010.5342.000	GREAT WESTERN BANK	shredding services on 6-15-2021	\$	48.15
001.4010.5343.000	Betsinger McCann, Linda	Beginning Genealogy class	\$	50.00
001.4010.5344.000	BDH INFORMATION TECHNOLOGY LLC	Library- checkout desk and catalog PC issues	\$	41.00
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library copies	\$	291.37
001.4010.5386.000	LENZ, DUANE	Library mowings 8/12-9/12	\$	660.00
001.4010.5410.000	D & T Enterprises Inc	Library-service diagnostics/parts	\$	93.80
001.4010.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4010.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	10.11
001.4010.5450.000	CENTURYLINK long distance	Long distance lines	\$	1.31
001.4010.5450.000	GREAT WESTERN BANK	Sarah's cell phone	\$	33.52
001.4010.5450.000	GREAT WESTERN BANK	internet	\$	310.09
001.4010.5600.000	ENVISIONWARE	Library -blank labels	\$	829.00
001.4010.5600.000	GREAT WESTERN BANK	operating supplies - batteries	\$	10.99
001.4010.5600.000	GREAT WESTERN BANK	paper towels	\$	22.70
001.4010.5600.000	GREAT WESTERN BANK	herbicide	\$	23.99
001.4010.5601.000	GREAT WESTERN BANK	program supply - hair styling gel for storytime	\$	15.11
001.4010.5601.000	GREAT WESTERN BANK	program supply -foam eggs, tacks, pushpins, etc.	\$	50.76
001.4010.5601.000	GREAT WESTERN BANK	program supply - books	\$	89.40
001.4010.5605.000	GREAT WESTERN BANK	office supplies - bottled water	\$	14.05
001.4010.5611.000	GREAT WESTERN BANK	aluminum conduit	\$	77.86
001.4010.5718.000	GREAT WESTERN BANK	charging cord, power strip	\$	76.69
001.4010.5718.000	GREAT WESTERN BANK	Meeting Owl Pro video conference camera	\$	988.99
001.4010.5718.000	GREAT WESTERN BANK	Meeting Owl Pro extension cable	\$	15.90
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	10.25
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	71.12
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	13.19
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	55.73
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	14.22
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	112.24
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	8.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	117.35
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	71.14
001.4010.5730.000	FINK, KATHRYN S	High school year book reimbursement	\$	65.00
001.4010.5731.000	IOWA OUTDOORS	subscription	\$	15.00
001.4010.5732.000	BAKER & TAYLOR INCORP	return DVD and or video	\$	(15.68)
001.4010.5732.000	BAKER & TAYLOR INCORP	return DVD and or video	\$	(13.17)
001.4010.5732.000	BAKER & TAYLOR INCORP	return DVD and or video	\$	(40.59)
001.4010.5732.000	BAKER & TAYLOR INCORP	return DVD and or video	\$	(18.11)
001.4010.5732.000	BAKER & TAYLOR INCORP	returned DVD and or video	\$	(11.97)
001.4010.5732.000	BAKER & TAYLOR INCORP	return DVD and or video	\$	(22.40)
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	10.79
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$	65.94
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs	\$	18.11
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs and videos	\$	21.74
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	172.80
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	29.38
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	\$	10.17
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs and videos	\$	72.47
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs and videos	\$	48.54
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.38
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.38
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	539.13
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	14.97
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	61.52
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	52.84
001.4010.5732.000	BAKER & TAYLOR INCORP	juvenile book	\$	12.79
001.4010.5732.000	BAKER & TAYLOR INCORP	DVDs and videos	\$	39.82
001.4010.5732.000	BAKER & TAYLOR INCORP	returned DVD	\$	(12.79)

001.4010.5732.000 BAKER & TAYLOR INCORP	DVDs and videos	\$	82.62
001.4010.5732.000 BAKER & TAYLOR INCORP	DVDs and videos	\$	18.11
001.4010.5732.000 BAKER & TAYLOR INCORP	DVDs	\$	18.84
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD	\$	21.74
001.4010.5732.000 BAKER & TAYLOR INCORP	DVDs	\$	32.60
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	\$	32.47
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	254.91
001.4010.5732.000 BAKER & TAYLOR INCORP	DVDs	\$	25.35
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	108.56
001.4010.5732.000 BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	165.96
001.4010.5732.000 BAKER & TAYLOR INCORP	DVD	\$	19.55
001.4010.5732.000 BRODART CO	lost, memorial and juvenile books	\$	938.51
001.4010.5732.000 BRODART CO	juvenile books	\$	103.57
001.4010.5732.000 BRODART CO	juvenile, lost and Spanish books	\$	205.80
001.4010.5732.000 BRODART CO	juvenile, lost and Spanish books	\$	44.99
001.4010.5732.000 BRODART CO	juvenile and Spanish books	\$	129.43
001.4010.5732.000 BRODART CO	juvenile and Spanish books	\$	39.95
001.4010.5732.000 BRODART CO	juvenile books	\$	99.30
001.4010.5732.000 BRODART CO	juvenile and gifted books	\$	101.62
001.4010.5732.000 DIAMOND LAKE BOOK CO	juvenile books	\$	94.75
001.4010.5732.000 DIAMOND LAKE BOOK CO	juvenile books	\$	216.45
001.4010.5732.000 MICROMARKETING LLC	adult audio	\$	331.90
001.4010.5732.000 MICROMARKETING LLC	audio book	\$	40.00
001.4010.5732.000 MICROMARKETING LLC	audio book	\$	40.00
001.4010.5732.000 MICROMARKETING LLC	audio book	\$	124.98
001.4010.5732.000 OVERDRIVE,INC.	audio books	\$	828.14
001.4010.5732.000 OVERDRIVE,INC.	electronic books	\$	311.71
001.4010.5732.000 OVERDRIVE,INC.	electronic books	\$	137.99
001.4010.5732.000 OVERDRIVE,INC.	electronic books	\$	82.50
001.4010.5732.000 OVERDRIVE,INC.	electronic books	\$	179.98
001.4010.5732.000 use new one not this one BOOK FARM	returned juvenile books	\$	(135.65)
001.4010.5732.000 use new one not this one BOOK FARM	juvenile books	\$	489.25
001.4010.5732.000 GREAT WESTERN BANK	Adult Fiction Book	\$	7.99
001.4010.5732.000 GREAT WESTERN BANK	Adult Fiction Book	\$	60.61
001.4010.5732.000 GREAT WESTERN BANK	Adult Fiction Book	\$	15.73
001.4010.5732.000 GREAT WESTERN BANK	Adult Non-Fiction Book	\$	16.51
001.4010.5732.000 GREAT WESTERN BANK	DVDs	\$	32.68
001.4010.5732.000 GREAT WESTERN BANK	DVDs	\$	139.95
001.4010.5732.000 GREAT WESTERN BANK	juvenile books	\$	15.49
001.4010.5732.000 GREAT WESTERN BANK	juvenile books	\$	33.35
001.4010.5732.000 GREAT WESTERN BANK	juvenile books	\$	26.30
001.4010.5732.000 GREAT WESTERN BANK	juvenile books	\$	54.04
001.4010.5732.000 GREAT WESTERN BANK	juvenile books	\$	11.45
001.4010.5732.000 GREAT WESTERN BANK	juvenile books	\$	32.05
001.4010.5734.000 BRODART CO	lost, memorial and juvenile books	\$	56.31
001.4010.5734.000 BRODART CO	juvenile, lost and Spanish books	\$	58.87
001.4010.5734.000 BRODART CO	Lost/replaced books and gifted books	\$	27.96
001.4010.5734.000 BRODART CO	lost and replaced books	\$	35.67
001.4010.5734.000 MIDWEST TAPE	DVD replacements	\$	14.99
001.4010.5734.000 MIDWEST TAPE	DVD	\$	5.24
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced books	\$	5.35
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced books	\$	10.98
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced books	\$	7.08
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced DVDs	\$	17.48
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced DVDs	\$	19.51
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced DVDs	\$	7.13
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced DVDs	\$	39.99
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced DVDs	\$	19.39
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced DVDs	\$	98.54
001.4010.5734.000 GREAT WESTERN BANK	lost and replaced DVDs	\$	4.99
001.4010.5980.000 Mayo, Clair	returned lost book	\$	30.00
001.4030.5132.000 GREAT WESTERN BANK	Clothing Allowance	\$	346.92
001.4030.5132.000 GREAT WESTERN BANK	Gloves, jeans, shirts	\$	74.97

001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	mops and towels	\$	26.30
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	mops and towels	\$	26.30
001.4030.5342.000	ARAMARK UNIFORM SERVICES INC	mops and towels	\$	26.30
001.4030.5386.000	DIRT TO TURF	Parks contract mowings	\$	710.00
001.4030.5386.000	DIRT TO TURF	Parks contract mowings	\$	990.00
001.4030.5410.000	Hopper, Rick	West End Park tiling	\$	2,500.00
001.4030.5410.000	GREAT WESTERN BANK	Anson park restroom repair	\$	62.96
001.4030.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.05
001.4030.5481.000	ALLIANT ENERGY	N 13th St	\$	161.93
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$	157.23
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$	43.96
001.4030.5481.000	ALLIANT ENERGY	602 W Merle Hibbs Blvd	\$	138.78
001.4030.5481.000	ALLIANT ENERGY	JUDGE PARK	\$	19.73
001.4030.5482.000	ALLIANT ENERGY	LOG CABIN	\$	34.49
001.4030.5482.000	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	\$	33.53
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$	34.49
001.4030.5565.000	GREAT WESTERN BANK	Tire Repair	\$	20.00
001.4030.5565.000	GREAT WESTERN BANK	Tire tubes	\$	40.00
001.4030.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	594.50
001.4030.5570.000	GREAT WESTERN BANK	Fuel	\$	158.27
001.4030.5571.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	432.43
001.4030.5600.000	CENTRAL IOWA DISTRIBUTING INC	Park shop cleaning supplies	\$	813.00
001.4030.5600.000	MENARDS	Parks - chainsaw blade	\$	41.88
001.4030.5600.000	MENARDS	Parks reflective tape	\$	7.76
001.4030.5600.000	GREAT WESTERN BANK	Kit Tail Piece	\$	8.79
001.4030.5611.000	MENARDS	rebate 6265814496	\$	(88.71)
001.4030.5611.000	MENARDS	Parks - garden hose, garden staples, sprinkler	\$	179.91
001.4030.5611.000	GREAT WESTERN BANK	Eljer Flush lever & hext valve	\$	18.48
001.4030.5611.000	GREAT WESTERN BANK	Universal Flush Lever	\$	17.49
001.4030.5718.000	THEISENS SUPPLY INC	premixed fuel, fuel kit, transfer pump, fuel pump	\$	544.97
001.4040.5210.000	TIMES REPUBLICAN	Advertising	\$	46.80
001.4040.5230.000	Cottingham & Butler Insurance Services Inc	civil service - Horticulturalist	\$	275.00
001.4040.5358.000	WICKHAM, MICHAEL L	Classes 10/11-11/15/21	\$	540.00
001.4040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.05
001.4041.5210.000	TIMES REPUBLICAN	Advertising	\$	46.80
001.4041.5357.000	GREAT WESTERN BANK	Admission	\$	119.90
001.4041.5357.000	GREAT WESTERN BANK	Admission	\$	531.59
001.4041.5357.000	GREAT WESTERN BANK	Admission	\$	360.72
001.4041.5357.000	GREAT WESTERN BANK	Admission	\$	11.99
001.4041.5601.000	GREAT WESTERN BANK	Camp Craft Supplies	\$	87.26
001.4045.5344.000	Tuttle Plumbing & Heating	Winterize Aquatic center	\$	553.00
001.4045.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	10.11
001.4045.5600.000	GREAT WESTERN BANK	Deposit Bags	\$	37.98
001.4065.5342.000	SCHENDEL PEST CONTROL INC	Coliseum monthly service	\$	45.00
001.4065.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.05
001.4065.5450.000	CENTURYLINK	Coliseum Backup Analog Lines	\$	80.16
001.4065.5600.000	GREAT WESTERN BANK	Slow Cooker	\$	67.21
001.4065.5600.000	GREAT WESTERN BANK	Floor buffing pads	\$	54.94
001.4065.5611.000	GREAT WESTERN BANK	Wall Mounted Rack	\$	59.99
001.4065.5718.000	GREAT WESTERN BANK	Projector Screen	\$	76.49
001.4066.5613.000	NORTHERN LIGHTS DISTRIBUTING	Coliseum products	\$	521.62
001.4066.5613.000	GREAT WESTERN BANK	Consession Items	\$	93.80
001.4066.5703.000	BDH INFORMATION TECHNOLOGY LLC	set up Coliseum IT equipment	\$	1,218.28
001.5040.5210.000	TIMES REPUBLICAN	Advertising	\$	37.67
001.5040.5230.000	Bolton & Menk Inc	General engineering through 9/3/21	\$	495.00
001.6010.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59

001.6010.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.05
001.6012.5331.000 GREAT WESTERN BANK	LogMeIn	\$ 14.00
001.6012.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6012.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6012.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.05
001.6020.5210.000 TIMES REPUBLICAN	Advertising	\$ 695.46
001.6020.5280.000 GREAT WESTERN BANK	annual membership fee	\$ 215.00
001.6020.5280.000 GREAT WESTERN BANK	Municipal Professionals fall session	\$ 192.00
001.6020.5360.000 GREAT WESTERN BANK	stamps	\$ 1,101.85
001.6020.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6020.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6020.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.05
001.6021.5230.000 Parker, Susan	Communications workshop for Team Building Oct 8	\$ 500.00
001.6021.5450.000 CENTURYLINK	TRUNK LINES	\$ 34.31
001.6021.5450.000 CENTURYLINK	TRUNK LINES	\$ 34.31
001.6021.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 20.29
001.6021.5605.000 GREAT WESTERN BANK	compressed air duster cleaners	\$ 16.18
001.6021.5605.000 GREAT WESTERN BANK	thermal register paper	\$ 18.00
001.6021.5605.000 GREAT WESTERN BANK	thermal register paper	\$ 58.70
001.6021.5605.000 GREAT WESTERN BANK	thermal register paper	\$ (18.00)
001.6021.5605.000 GREAT WESTERN BANK	toner cartridge	\$ 87.89
001.6021.5605.000 GREAT WESTERN BANK	wireless mouse and key board	\$ 29.99
001.6021.5612.000 GREAT WESTERN BANK	wireless mouse and key board	\$ 46.64
001.6025.5360.000 GREAT WESTERN BANK	Mailing to Johnston	\$ 9.05
001.6025.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6025.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
001.6025.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.05
001.6025.5460.000 GREAT WESTERN BANK	EEO seminar	\$ 115.00
001.6025.5460.000 GREAT WESTERN BANK	Iowa Employment Conference	\$ 303.33
001.6040.5234.000 LYNCH DALLAS PC	general matters	\$ 496.00
001.6040.5331.000 MARSHALL COUNTY AUDITOR	Qtr 7/17/21-10/16/21	\$ 2,500.00
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall	\$ 60.00
001.6050.5344.000 Iowa Division of Labor - Elevator Safety	Elevator permit #85 carnegie bldg	\$ 175.00
001.6050.5344.000 SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$ 224.78
001.6050.5450.000 CENTURYLINK long distance	Long distance lines	\$ 2.62
001.6050.5450.000 CENTURYLINK long distance	Long distance lines	\$ 0.07
001.6050.5600.000 GREAT WESTERN BANK	moving supplies for generator	\$ 236.95
001.6051.5342.000 SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$ 227.06
001.6051.5344.000 Iowa Division of Labor - Elevator Safety	Elevator permit #4173 Carnegie bldg	\$ 175.00
001.6051.5718.000 GREAT WESTERN BANK	refrigerator for City Hall break room	\$ 859.00
001.6070.5347.000 Cloudiance Inc.	Zimbura support 11/29/21-11/28/22	\$ 1,654.75
030.1010.5718.000 STREICHER'S INC	PD Vests	\$ 1,520.00
030.4010.5750.000 Farber Specialty Vehicles	Bookmobile, Outreach Vehicle	\$ 87,105.50
032.1050.5750.000 MENARDS	chain saw blade, lube pail	\$ 37.37
032.1050.5750.000 MENARDS	New Fire truck supplies	\$ 108.82
032.1050.5750.000 MENARDS	New Fire truck supplies	\$ 3.13
110.2010.5132.000 CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 106.79
110.2010.5251.000 MARSHALL COUNTY EXTENSION	Mosquito and ROW permits	\$ 105.00
110.2010.5386.000 DIRT TO TURF	Parks contract mowings	\$ 730.00
110.2010.5386.000 DIRT TO TURF	Parks contract mowings	\$ 795.00
110.2010.5410.000 MCATEE TIRE SALES & SERVICE INC	Street dept tractor tires	\$ 218.00
110.2010.5410.000 MCATEE TIRE SALES & SERVICE INC	Street #14 inside tire repair	\$ 35.00
110.2010.5410.000 Raven Creek Repair	Street dept tire inner tube	\$ 140.00
110.2010.5410.000 Raven Creek Repair	Street dept tire repair	\$ 105.00
110.2010.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
110.2010.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
110.2010.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.05
110.2010.5450.000 VERIZON WIRELESS	Street and Sewer Dept cell services	\$ 51.84
110.2010.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 59.16
110.2010.5489.000 FASTENAL COMPANY	Street dept gloves and safety glasses	\$ 19.06
110.2010.5565.000 ARNOLD MOTOR SUPPLY LLP	Street dept #7	\$ 32.67
110.2010.5565.000 Interstate Batteries of Upper Iowa	Street and Police Dept vehicles	\$ 235.90
110.2010.5565.000 MCATEE TIRE SALES & SERVICE INC	Street dept tractor tires	\$ 532.68

110.2010.5565.000	Raven Creek Repair	Street dept tire inner tube	\$	23.56
110.2010.5565.000	GREAT WESTERN BANK	weed sprayer pump	\$	106.08
110.2010.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	727.59
110.2010.5570.000	THEISENS SUPPLY INC	premixed fuel, fuel kit, transfer pump, fuel pump	\$	39.98
110.2010.5571.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	1,729.00
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	piggyback brackets	\$	30.95
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	Plasma cutter parts	\$	179.45
110.2010.5600.000	DIAMOND VOGEL PAINTS	paint thinner	\$	40.96
110.2010.5600.000	FASTENAL COMPANY	Street dept drill set and nuts, bolts	\$	42.95
110.2010.5600.000	FASTENAL COMPANY	Street dept supplies	\$	35.95
110.2010.5600.000	LOGAN CONTRACTORS SUPPLY INC	sealing tips	\$	56.64
110.2010.5600.000	MENARDS	paper towels	\$	4.99
110.2010.5600.000	MENARDS	Street dept Seafoam	\$	58.45
110.2010.5600.000	NUTRIEN AG SOLUTIONS INC	Street dept DEF fluid, grease, Mobilfluid	\$	1,875.99
110.2010.5600.000	SPAHN & ROSE LUMBER CO	masonry brush, 2x12's	\$	248.32
110.2010.5600.000	Terminal Supply Co	Hydraulic U series parts	\$	96.00
110.2010.5600.000	THEISENS SUPPLY INC	Street dept fasteners	\$	2.99
110.2010.5600.000	THEISENS SUPPLY INC	Hamdrill, search light, j-hooks, mouse bait	\$	101.48
110.2010.5600.000	THEISENS SUPPLY INC	Service truck wood hammer, cotter pins, hp kit	\$	114.01
110.2010.5600.000	THEISENS SUPPLY INC	trigger sprayer, welding cart	\$	25.16
110.2010.5600.000	GREAT WESTERN BANK	keyless entry transmitter	\$	58.03
110.2010.5600.000	GREAT WESTERN BANK	keyless remote	\$	12.00
110.2010.5600.000	GREAT WESTERN BANK	Street dept paper towels	\$	19.88
110.2010.5605.000	GREAT WESTERN BANK	Street dept office supplies	\$	35.89
110.2010.5718.000	FASTENAL COMPANY	Street dept drill set and nuts, bolts	\$	172.24
110.2010.5718.000	NORTHERN TOOL & EQUIPMENT CO	20T air bottle and hose reel, underbed box	\$	1,275.95
110.2010.5718.000	SE Jones Industries Inc	49pc service set, 48 pc tap/die set	\$	740.90
110.2010.5718.000	THEISENS SUPPLY INC	hammerdrill I, search light, j-hooks, mouse bait	\$	399.98
110.2010.5718.000	THEISENS SUPPLY INC	Power kit, grinder, bit set, torq wrench	\$	813.25
110.2010.5718.000	THEISENS SUPPLY INC	trigger sprayer, welding cart	\$	89.99
110.2030.5481.000	ALLIANT ENERGY	N 18th Ave Bridge	\$	30.49
110.2030.5481.000	ALLIANT ENERGY	HWY 14 & HWY 30 STREET LIGHTS	\$	88.07
110.2030.5481.000	ALLIANT ENERGY	211 S 9TH ST FRONT TERRACE	\$	21.20
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$	94.46
110.2030.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-street lights	\$	337.80
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	46.03
110.2040.5342.000	IOWA ONE CALL	Utility underground locator services	\$	21.60
110.2040.5342.000	GREAT WESTERN BANK	make adapter plate	\$	755.00
110.2040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.05
110.2040.5481.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$	898.45
110.2040.5481.000	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	\$	40.47
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$	39.58
110.2040.5481.000	ALLIANT ENERGY	RIVERSIDE DR CNR 3RD AVE	\$	33.89
110.2040.5481.000	ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$	19.89
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$	41.80
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$	50.49
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$	45.48
110.2040.5481.000	ALLIANT ENERGY	13 S 13TH ST CNR MAIN	\$	37.72
110.2040.5481.000	ALLIANT ENERGY	219 Westwood flashing lights	\$	22.52
110.2040.5481.000	ALLIANT ENERGY	E Anson St cnr 4th Ave	\$	22.52
110.2040.5481.000	ALLIANT ENERGY	5 N 5th St cnr State St	\$	22.52
110.2040.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown-traffic signals	\$	71.82
110.2040.5482.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$	57.67
110.2040.5565.000	GREAT WESTERN BANK	electrical clutch pole cat repair	\$	195.95
110.2040.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	204.23
110.2040.5600.000	GREAT WESTERN BANK	traffic light repair parts	\$	38.19
110.2050.5565.000	IOWA DEPT OF TRANSPORTATION	Street dept plow parts	\$	3,245.11
110.2060.5230.000	Bolton & Menk Inc	General engineering through 9/3/21	\$	2,520.00
110.2060.5230.000	Impact 7G Inc	Environmental narrative	\$	3,000.00
110.2060.5233.000	Bolton & Menk Inc	General engineering through 9/3/21	\$	405.00
110.2060.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59

110.2060.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.05
110.2060.5570.000 MARSHALL COUNTY ENGINEER	September fuel purchases	\$ 313.65
110.2070.5571.000 MARSHALL COUNTY ENGINEER	September fuel purchases	\$ 288.79
130.1010.5410.000 HANNAM AUTOMOTIVE LLC	PD interceptor insurance repairs	\$ 4,005.00
130.1010.5565.000 HANNAM AUTOMOTIVE LLC	PD interceptor insurance repairs	\$ 751.00
130.1010.5565.000 HANNAM AUTOMOTIVE LLC	PD interceptor insurance repairs	\$ 3,379.81
130.1050.5342.000 DAVES CRANE & WRECKER SERVICE	Derecho -resetting burn trailer	\$ 1,800.00
132.4030.5233.000 Pillar Inc	Pickleball Pocket Park	\$ 25,259.13
140.4030.5450.000 GREAT WESTERN BANK	Internet	\$ 129.95
140.4030.5600.000 MENARDS	Parks reflective tape	\$ 16.49
140.4030.5611.000 GREAT WESTERN BANK	Extend Sign	\$ 147.25
148.2010.5600.000 GREAT WESTERN BANK	Covid disposable face masks	\$ 77.34
148.4010.5600.000 GREAT WESTERN BANK	3-ply surgical masks	\$ 23.98
148.4010.5600.000 GREAT WESTERN BANK	3-ply masks	\$ 20.53
148.6021.5600.000 GREAT WESTERN BANK	Lysol for entry way	\$ 16.48
151.1010.5718.000 STREICHER'S INC	PD Vests	\$ 1,520.00
152.1010.5280.000 GREAT WESTERN BANK	GoToMeeting	\$ 16.00
153.1010.5321.000 GREAT WESTERN BANK	Ace of Albertville	\$ 8.35
153.1010.5321.000 GREAT WESTERN BANK	K9 Training meal	\$ 23.70
153.1010.5321.000 GREAT WESTERN BANK	K9 Training meal	\$ 7.81
153.1010.5321.000 GREAT WESTERN BANK	K9 Training meal	\$ 13.83
153.1010.5321.000 GREAT WESTERN BANK	8/18 SUPPLIES FOR K9 ATLAS	\$ 62.22
153.1010.5321.000 GREAT WESTERN BANK	BITE TUG FOR K9 ATLAS	\$ 42.21
153.1010.5321.000 GREAT WESTERN BANK	SUPPLIES FOR K9 ATLAS	\$ 13.48
153.1010.5321.000 GREAT WESTERN BANK	K9 Training meal	\$ 4.74
153.1010.5370.000 Sho Biz Inc dba Minuteman	promotional printing Trunk & Treat event	\$ 225.00
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 20.00
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 5.21
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 17.46
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 16.64
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 13.83
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 10.08
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 14.87
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 14.87
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 14.51
153.1010.5464.000 GREAT WESTERN BANK	K9 Training meal	\$ 20.11
153.1010.5465.000 GREAT WESTERN BANK	8/15-8/20 LODGING K9 TRAINING	\$ 515.40
153.1010.5465.000 GREAT WESTERN BANK	8/22-8/27 LODGING K9 TRAINING	\$ 515.40
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 52.56
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 52.48
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 37.89
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 38.01
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 22.87
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 50.39
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 21.83
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 42.10
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 35.70
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 55.91
153.1010.5570.000 GREAT WESTERN BANK	FUEL FOR NICK SVOBODA DURING K9 TRAINING	\$ 47.93
153.1010.5600.000 Hardini, Cahyaningtyas	meals for citizen academy	\$ 175.00
153.1010.5600.000 GREAT WESTERN BANK	donated hospitality - Police Dept groceries	\$ 25.80
153.1010.5600.000 GREAT WESTERN BANK	donated hospitality - Police Dept groceries	\$ 7.96
153.1010.5600.000 GREAT WESTERN BANK	donated hospitality - Police Dept groceries	\$ 7.96
153.1010.5600.000 GREAT WESTERN BANK	donated hospitality - Police Dept groceries	\$ 2.96
156.1050.5718.000 GREAT WESTERN BANK	aluminum 5 threads	\$ 369.76
156.1050.5718.000 GREAT WESTERN BANK	double head adjustable hydrant wrench	\$ 161.94
156.1050.5718.000 GREAT WESTERN BANK	Fire dept - axes	\$ 613.85
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 26.99
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 195.68
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 140.95
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 77.22
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 24.74
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant books	\$ 21.74
170.4010.5732.000 CENGAGE LEARNING INC	Tye grant book	\$ 20.24

170.4010.5732.000	CENGAGE LEARNING INC	Tye grant book	\$	24.74
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	\$	60.72
170.4010.5732.000	CENGAGE LEARNING INC	Tye grant books	\$	67.47
170.4010.5732.000	CENTER POINT LARGE PRINT	Tye grant large printed books	\$	40.00
170.4010.5732.000	CENTER POINT LARGE PRINT	Thelma memorial & Tye grant books	\$	68.91
170.4010.5734.000	BAKER & TAYLOR INCORP	Bennett honor book	\$	16.52
170.4010.5734.000	BAKER & TAYLOR INCORP	Bennett honor book	\$	17.67
170.4010.5734.000	BAKER & TAYLOR INCORP	gift account book	\$	25.65
170.4010.5734.000	BRODART CO	lost, memorial and juvenile books	\$	32.32
170.4010.5734.000	BRODART CO	Lost/replaced books and gifted books	\$	82.50
170.4010.5734.000	BRODART CO	juvenile and gifted books	\$	15.00
170.4010.5734.000	CENTER POINT LARGE PRINT	Thelma memorial & Tye grant books	\$	92.28
184.5030.5246.000	Jurado, Maranda	assistance	\$	63.00
184.5030.5342.000	IOWA DEPT OF INSPECTIONS & APPEALS	Investigations July - September 2021	\$	17.06
184.5030.5344.000	KOCH Office Group	copies 7/6-10/05	\$	485.51
184.5030.5344.000	PREMIER OFFICE EQUIPMENT	Contract base 10/29-11/28	\$	53.24
184.5030.5344.000	Stericycle Inc	Housing and PD services	\$	42.80
184.5030.5360.000	GREAT WESTERN BANK	postage	\$	9.95
184.5030.5360.000	GREAT WESTERN BANK	postage	\$	200.00
184.5030.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
184.5030.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
184.5030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	10.11
184.5030.5450.000	GREAT WESTERN BANK	Housing phones services	\$	69.19
184.5030.5605.000	Sho Biz Inc dba Central Office Supply	tape, files, folders	\$	69.49
184.5030.5605.000	Sho Biz Inc dba Minuteman	also paid Central Office Supply	\$	(3.18)
189.3040.5251.000	GREAT WESTERN BANK	license	\$	180.00
189.3040.5251.000	GREAT WESTERN BANK	license	\$	180.00
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	\$	525.00
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	\$	2,400.00
189.3040.5433.000	Vazquez, Maria	Relocation lead hazard reduction program	\$	550.00
189.3040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
189.3040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
189.3040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.05
189.3040.5460.000	GREAT WESTERN BANK	registration	\$	65.00
189.3040.5460.000	GREAT WESTERN BANK	registration	\$	65.00
311.2012.5233.000	Bolton & Menk Inc	Project Coordination	\$	40.00
311.2012.5233.000	Bolton & Menk Inc	Design	\$	4,863.00
312.2080.5348.000	Garling Construction Inc	APR19001 Airport Hangar repair	\$	247,623.03
355.1075.5230.000	LYNCH DALLAS PC	Nuisance/ Enforcements	\$	1,023.00
355.1075.5230.000	LYNCH DALLAS PC	Nuisance/ Enforcements	\$	794.00
355.1075.5230.000	LYNCH DALLAS PC	Nuisance/ Enforcements	\$	(75.00)
355.1075.5230.000	WHKS & Co	General meetings & project management	\$	2,416.80
355.1075.5234.000	LYNCH DALLAS PC	nuisance/endforcement	\$	4,834.00
355.1075.5331.000	MARSHALL COUNTY TREASURER	assignment of tax sale certificate fee	\$	10.00
355.1075.5331.000	MARSHALL COUNTY TREASURER	assignment of tax sale certificate fee	\$	10.00
355.1075.5331.000	MARSHALL COUNTY TREASURER	assignment of tax sale certificate fee	\$	10.00
355.1075.5342.000	BJELLAND PLUMBING INC	Sewer and water disconnects, etc @ 330 S 3rd Ave	\$	5,035.63
355.1075.5342.000	Impact 7G Inc	24 N 1st Ave ACM Survey	\$	2,120.00
355.1075.5342.000	Impact 7G Inc	330 S 3rd Ave limited ACM survey	\$	1,200.00
362.2012.5233.000	Bolton & Menk Inc	Professional Services - UPRR Quiet Zone Creation	\$	1,292.50
381.2011.5342.000	Concrete Professionals	TRL19002 12th Ave Sidewalk	\$	248,235.16
381.2020.5342.000	CONSTRUCT INC	PLT19001 1st St Parking Lot Repair	\$	47,974.96
381.2020.5342.000	CONSTRUCT INC	PLT19001 1st St Parking Lot Repair	\$	57,491.38
395.5020.5779.000	Wenthold Excavating LLC	ECO19001 E Merle Hibbs Ext Construction	\$	35,842.33
610.8015.5151.000	WOLFE EYE CLINIC P C	physical and or immunization	\$	35.00
610.8015.5151.000	WOLFE EYE CLINIC P C	physical and or immunization	\$	21.00
610.8015.5151.000	WOLFE EYE CLINIC P C	physical and or immunization	\$	35.00
610.8015.5151.000	WOLFE EYE CLINIC P C	physical and or immunization	\$	35.00
610.8015.5151.000	WOLFE EYE CLINIC P C	physical and or immunization	\$	35.00
610.8015.5151.000	WOLFE EYE CLINIC P C	physical and or immunization	\$	35.00
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	increase	\$	20,510.00
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	WPC20001 WPCP Clarifier Rehab	\$	3,896.00
610.8015.5251.000	GREAT WESTERN BANK	NPDES PERMIT TO 6-30-2022	\$	1,275.00
610.8015.5339.000	Unity Point- Occupational Medicine	paid medical claims	\$	84.00

610.8015.5342.000	QUAD CITY TESTING LABORATORY	equipment charge	\$	200.00
610.8015.5342.000	STONE SANITATION	September	\$	619.52
610.8015.5344.000	Controlled Access	Lift Master Capxl subscription	\$	39.50
610.8015.5344.000	XEROX CORPORATION	September 2021 Xerox & Copies	\$	39.38
610.8015.5360.000	GREAT WESTERN BANK	SHIP SAMPLE TO KEYSTONE LAB	\$	11.40
610.8015.5410.000	HUPP ELECTRIC MOTOR INC	SBR Raw pump #3 motor repair	\$	1,692.32
610.8015.5410.000	GREAT WESTERN BANK	REPAIR WEED EATER	\$	67.25
610.8015.5450.000	CENTURYLINK	TRUNK LINES	\$	25.76
610.8015.5450.000	CENTURYLINK	TRUNK LINES	\$	25.76
610.8015.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	15.16
610.8015.5450.000	CENTURYLINK long distance	Long distance lines	\$	2.62
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO	Direct connection Internet PW/WPCP	\$	431.35
610.8015.5450.000	GREAT WESTERN BANK	SEPTEMBER 2021 MEDIACOM ONLINE	\$	75.00
610.8015.5460.000	IAWEA	IAWEA Region 5 fall meeting-Greazel, R Fogt	\$	80.00
610.8015.5460.000	GREAT WESTERN BANK	2021 IAWEA ANNUAL CONF. REG.	\$	230.00
610.8015.5460.000	GREAT WESTERN BANK	2021 IAWEA ANNUAL CONF. REG.	\$	230.00
610.8015.5481.000	ALLIANT ENERGY	N 3rd Ave River Sign	\$	21.75
610.8015.5481.000	ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$	20.38
610.8015.5481.000	ALLIANT ENERGY	1001 Woodland St RIVERVIEW PARK	\$	32,334.16
610.8015.5481.000	ALLIANT ENERGY	JBS 402 N 10TH AVE	\$	19.73
610.8015.5482.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$	3,501.09
610.8015.5483.000	MARSHALLTOWN WATER WORKS	September 2021 plant water usage	\$	757.53
610.8015.5565.000	GREAT WESTERN BANK	OIL FOR RANGER	\$	71.98
610.8015.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$	131.57
610.8015.5570.000	GREAT WESTERN BANK	FUEL TANK NO ETHANOL	\$	182.07
610.8015.5600.000	BRENNTAG GREAT LAKES LLC	prelim. dumpster lime	\$	1,945.19
610.8015.5600.000	CENTRAL IOWA DISTRIBUTING INC	WPCP cleaning supplies	\$	1,183.00
610.8015.5600.000	FASTENAL COMPANY	operating supplies-cutting wheels	\$	74.10
610.8015.5600.000	GRAYMONT WESTERN LIME INC	bulk lime 18.92 ton	\$	4,446.20
610.8015.5600.000	TNEMEC COMPANY INC	lime silo paint	\$	384.16
610.8015.5600.000	TNEMEC COMPANY INC	WPCP paint for piping	\$	742.07
610.8015.5600.000	GREAT WESTERN BANK	AIR FLOW METER DAF	\$	166.61
610.8015.5600.000	GREAT WESTERN BANK	TAX ON CHLOR. FLOW METER	\$	(20.10)
610.8015.5600.000	GREAT WESTERN BANK	FLOW METER ON CHLORINATOR	\$	317.24
610.8015.5600.000	GREAT WESTERN BANK	BINDER FLANGE GASKETS	\$	93.90
610.8015.5600.000	GREAT WESTERN BANK	FLANGED GASKETS	\$	90.80
610.8015.5600.000	GREAT WESTERN BANK	FLANGED GASKETS	\$	25.04
610.8015.5600.000	GREAT WESTERN BANK	V-BELTS	\$	14.24
610.8015.5600.000	GREAT WESTERN BANK	V-BELTS	\$	77.58
610.8015.5600.000	GREAT WESTERN BANK	V-BELTS	\$	29.60
610.8015.5600.000	GREAT WESTERN BANK	EFFLUENT PH PROBE	\$	1,182.00
610.8015.5600.000	GREAT WESTERN BANK	WPCP BUFFER SOLUTION	\$	126.46
610.8015.5600.000	GREAT WESTERN BANK	WPCP BUFFER SOLUTION	\$	31.10
610.8015.5600.000	GREAT WESTERN BANK	12V BATTERY	\$	119.85
610.8015.5600.000	GREAT WESTERN BANK	NORTH TUNNEL REPAIR SUPPLIES	\$	66.40
610.8015.5600.000	GREAT WESTERN BANK	WPCP PLUMBING SUPPLIES	\$	36.93
610.8015.5600.000	GREAT WESTERN BANK	WPCP PLUMBING SUPPLIES	\$	69.29
610.8015.5600.000	GREAT WESTERN BANK	HOT WATER RELIEF VALVES	\$	261.28
610.8015.5600.000	GREAT WESTERN BANK	UTILITY KNIFE, CHISEL, RODENTICIDE	\$	36.73
610.8015.5600.000	GREAT WESTERN BANK	WATER SOFTENER SALT	\$	345.87
610.8015.5600.000	GREAT WESTERN BANK	LAWN MOWER LOCK NUT, HANDLE	\$	37.76
610.8015.5600.000	GREAT WESTERN BANK	CAT WHEEL BOLT	\$	28.93
610.8015.5603.000	ENVIRONMENTAL RESOURCE ASSOC INC	Qtrly waste water sampling	\$	377.30
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	241.73
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies	\$	35.13
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies - nitrate module	\$	301.04
610.8015.5603.000	MIDLAND SCIENTIFIC INC	WPCP lab supplies-Ionplus electrode body	\$	719.70
610.8015.5603.000	GREAT WESTERN BANK	replacement lab timer switch	\$	30.98
610.8015.5980.000	Francis, Sharon	sewer refund 2021- pool	\$	73.47
610.8015.5980.000	HATCHER, Michael	sewer refund 2021-sod/pool	\$	215.60
610.8015.5980.000	Jones, Valerie	Sewer refund 2021- pool	\$	52.36
610.8015.5980.000	McMahon, Tim	Sewer refund 2021 - seeding	\$	45.18
610.8015.5980.000	Robinson, Erin	Sewer refund 2021-outside faucet	\$	58.52
610.8015.5980.000	Schroeder, Jillian	Sewer refund 2021- pool	\$	123.54

610.8015.5980.000 Solis, Patricia	Storm water utility refund	\$ 171.00
610.8016.5151.000 WOLFE EYE CLINIC P C	physical and or immunization	\$ 21.00
610.8016.5151.000 WOLFE EYE CLINIC P C	physical and or immunization	\$ 21.00
610.8016.5230.000 IOWA ONE CALL	Sewer dept underground locator services	\$ 167.58
610.8016.5233.000 FOX ENGINEERING ASSOCIATES INC	8/29-9/25	\$ 537.50
610.8016.5344.000 MARSHALLTOWN WATER WORKS	annual sewer cleaning water for MPT	\$ 436.04
610.8016.5347.000 CentralSquare Technologies LLC	Public Admin consulting services	\$ 216.00
610.8016.5347.000 WinCan LLC	Annual service support renewal 10/1/21-10/1/22	\$ 900.00
610.8016.5410.000 STAR EQUIPMENT LTD	Sewer dept compressor repairs	\$ 1,108.22
610.8016.5450.000 CENTURYLINK	TRUNK LINES	\$ 10.30
610.8016.5450.000 CENTURYLINK	TRUNK LINES	\$ 10.30
610.8016.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 6.07
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO	Direct connection Internet PW/WPCP	\$ 258.81
610.8016.5450.000 VERIZON WIRELESS	Street and Sewer Dept cell services	\$ 25.00
610.8016.5481.000 ALLIANT ENERGY	Marion St - WPCP	\$ 106.16
610.8016.5481.000 ALLIANT ENERGY	608 Turner St Pump Station	\$ 221.27
610.8016.5481.000 ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$ 100.51
610.8016.5481.000 ALLIANT ENERGY	1511 Rolling Meadows Rd	\$ 146.09
610.8016.5482.000 ALLIANT ENERGY	1001 Woodland St Shed	\$ 33.53
610.8016.5565.000 MCATEE TIRE SALES & SERVICE INC	tire repair	\$ 18.00
610.8016.5570.000 MARSHALL COUNTY ENGINEER	September fuel purchases	\$ 358.09
610.8016.5571.000 MARSHALL COUNTY ENGINEER	September fuel purchases	\$ 147.97
610.8016.5600.000 CONCRETE INC	912 S 8th Ave manhole boxout	\$ 133.47
610.8016.5600.000 GREAT WESTERN BANK	rebar for manhole	\$ 100.00
612.8016.5233.000 FOX ENGINEERING ASSOCIATES INC	increase	\$ 570.91
612.8016.5348.000 CONSTRUCT INC	59016002 Manhole increase	\$ 68,562.29
612.8016.5348.000 CONSTRUCT INC	2017 Manhole and Point Repair Project	\$ 191,574.68
690.8050.5132.000 CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 31.61
690.8050.5210.000 TIMES REPUBLICAN	Advertising	\$ 93.60
690.8050.5331.000 Region 6 Resource Partners	September para-transit billing	\$ 2,621.15
690.8050.5339.000 Unity Point- Occupational Medicine	paid medical claims	\$ 126.00
690.8050.5342.000 CITY LAUNDERING COMPANY	overpayment	\$ (26.25)
690.8050.5342.000 GREAT WESTERN BANK	Transit GPS services	\$ 252.00
690.8050.5342.000 GREAT WESTERN BANK	Transit GPS services	\$ 252.00
690.8050.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
690.8050.5450.000 CENTURYLINK	TRUNK LINES	\$ 8.59
690.8050.5450.000 CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.05
690.8050.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 39.44
690.8050.5565.000 ARNOLD MOTOR SUPPLY LLP	Transit filters	\$ 203.71
690.8050.5565.000 GILLIG LLC	Transit #121 speedometer	\$ 132.35
690.8050.5565.000 Hogan Manufacturing Inc	Transit limit switch assy and arm	\$ 215.06
690.8050.5565.000 Interstate Batteries of Upper Iowa	Transit batteries	\$ 487.90
690.8050.5565.000 MENARDS	Transit speaker wire and pullers	\$ 32.99
690.8050.5565.000 MENARDS	Transit Covid supplies and flex seal	\$ 14.98
690.8050.5565.000 NAPA AUTO PARTS	wind shield solvent	\$ 28.90
690.8050.5565.000 NAPA AUTO PARTS	Transit brake pads	\$ 78.94
690.8050.5565.000 NUTRIEN AG SOLUTIONS INC	Transit DEF Fluid and DELVAC	\$ 1,358.99
690.8050.5565.000 GREAT WESTERN BANK	dowels	\$ 2.14
690.8050.5565.000 GREAT WESTERN BANK	dowels	\$ 2.14
690.8050.5565.000 GREAT WESTERN BANK	dowels	\$ (2.14)
690.8050.5570.000 MARSHALL COUNTY ENGINEER	September fuel purchases	\$ 576.04
690.8050.5571.000 MARSHALL COUNTY ENGINEER	September fuel purchases	\$ 5,548.81
690.8050.5600.000 MENARDS	Transit Covid supplies and flex seal	\$ 89.90
690.8050.5718.000 MENARDS	Transit speaker wire and pullers	\$ 39.98
690.8050.5718.000 GREAT WESTERN BANK	Universal protocol adapter	\$ 895.00
740.8065.5151.000 WOLFE EYE CLINIC P C	physical and or immunization	\$ 14.00
740.8065.5151.000 WOLFE EYE CLINIC P C	physical and or immunization	\$ 14.00
740.8065.5151.000 WOLFE EYE CLINIC P C	physical and or immunization	\$ 14.00
740.8065.5230.000 IOWA ONE CALL	Sewer dept underground locator services	\$ 111.72
740.8065.5233.000 FOX ENGINEERING ASSOCIATES INC	2021 Sponsered Project Application	\$ 490.00
740.8065.5233.000 HDR Engineering Inc	Stormwater Rate Study Update	\$ 3,733.28
740.8065.5347.000 CentralSquare Technologies LLC	Public Admin consulting services	\$ 144.00
740.8065.5347.000 WinCan LLC	Annual service support renewal 10/1/21-10/1/22	\$ 600.00
740.8065.5410.000 STAR EQUIPMENT LTD	Sewer dept compressor repairs	\$ 738.81

740.8065.5450.000	CENTURYLINK	TRUNK LINES	\$ 6.87
740.8065.5450.000	CENTURYLINK	TRUNK LINES	\$ 6.87
740.8065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 4.04
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO	Direct connection Internet PW/WPCP	\$ 172.54
740.8065.5450.000	VERIZON WIRELESS	Street and Sewer Dept cell services	\$ 16.66
740.8065.5481.000	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$ 277.31
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$ 221.27
740.8065.5565.000	MCATEE TIRE SALES & SERVICE INC	tire repair	\$ 12.00
740.8065.5570.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$ 238.73
740.8065.5571.000	MARSHALL COUNTY ENGINEER	September fuel purchases	\$ 98.65
740.8067.5386.000	DIRT TO TURF	Parks contract mowings	\$ 320.00
740.8067.5386.000	DIRT TO TURF	Parks contract mowings	\$ 640.00
741.8065.5342.000	VIETH CONSTRUCTION CORPORATION	SMW17001 Construction	\$ 537,262.43
750.8070.5344.000	Controlled Access	Lift Master Capxl subscription	\$ 39.50
750.8070.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
750.8070.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
750.8070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 5.05
750.8070.5481.000	ALLIANT ENERGY	COMPOST PILE	\$ 54.65
760.8080.5600.000	GREAT WESTERN BANK	Molded Color Coded Scoop	\$ 7.96
760.8080.5600.000	GREAT WESTERN BANK	Slow Cooker	\$ 67.21
760.8080.5600.000	GREAT WESTERN BANK	fridge thermometer	\$ 13.98
760.8080.5608.000	DAIRY QUEEN	Parks resale products	\$ 2,937.48
881.1010.5339.000	Hunter Lane LLC	paid medical claims	\$ 11.58
881.1010.5339.000	Wolken, Ross	reimburse paid claim	\$ 7.16
881.1050.5230.000	BERNIE LOWE & ASSOC Inc	paid medical claims	\$ 17,206.84
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	paid medical claims	\$ 20,318.51
881.1050.5339.000	Hunter Lane LLC	paid medical claims	\$ 1,259.27
884.7010.5337.000	LIFEWORCS US INC	Employee Assistance program qrtly fees Oct-Dec	\$ 1,163.79
886.2010.5339.000	Unity Point- Occupational Medicine	paid medical claims	\$ 126.00
913.1013.5192.020	IOWA WORKFORCE DEVELOPMENT	Comm commission	\$ 1,917.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 28,037.23
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 13,967.83
999.1102.000	TREASURER STATE OF IOWA	ROUNDING	\$ (0.47)
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 12,276.78
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,900.69
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 26,922.34
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,597.02
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 8,590.40
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,134.68
999.1121.000	American Education Services	PR WITHHOLDING	\$ 64.41
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 139.77
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 423.86
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 313.84
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.53
999.1121.000	Family Support Payment Center	CHILD SUPPORT	\$ 152.31
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 337.06
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 103.29
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP	J. RUIZ ADJ	\$ (1.64)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP	FLEX HEALTH BENEFITS	\$ 5,190.84
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP	FLEX HEALTH BENEFITS	\$ 757.48
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP	ROUNDING	\$ (0.21)
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP	FLEX DEP CARE BENEFITS	\$ 1,337.07
999.1129.000	TOTAL ADMINISTRATIVE SERVICE CORP	FLEX DEP CARE BENEFITS	\$ 341.66
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 689.45
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 4,730.60
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$ 935.10
999.1131.000	ICMA 457-Mission Square Retirement	ICMA LOAN REPAYMENT	\$ 352.68
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 230.76
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$ 2,108.32
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$ 2,772.73
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 1,025.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$ 1,336.52

999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$	850.00
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	388.57
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$	29.26
999.1164.000	GREAT WESTERN BANK	used wrong credit card	\$	177.57
999.1164.000	GREAT WESTERN BANK	EARMUFFS FOR SHOOTING (SALES TAX)	\$	2.10
999.1164.000	GREAT WESTERN BANK	SUPPLIES FOR K9 ATLAS (SALES TAX)	\$	0.94
Payroll	Payroll	Payroll #21	\$	306,702.22
TOTAL			\$	2,297,147.20



Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

OCTOBER 21, 2021

TO: CIVIL SERVICE COMMISSION

FROM: MICHAEL W. TUPPER, CHIEF OF POLICE

RE: CERTIFIED HIRE LIST

POSITION: POLICE OFFICER

AFTER REVIEWING ALL APPLICANTS AND THEIR QUALIFICATIONS, THE FOLLOWING PERSONS WERE TESTED, INTERVIEWED AND CONSIDERED TO BEST MEET THE QUALIFICATIONS FOR THE ABOVE LISTED POSITION AND ARE RANKED BY FINAL SCORE AS FOLLOWS;

1. NICHOLAS HALL-109
2. AUNG THANT-105.5*
3. ROBERTO GONZALEZ-104
4. ISRAEL RUIZ-103
5. DANIEL FAAS-89.5

*VETERANS PREFERENCE

THIS LIST WILL BE VALID FOR A PERIOD NOT TO EXCEED OCTOBER 21, 2022.

CERTIFIED BY CIVIL SERVICE COMMISSION ON THE 21ST DAY OF OCTOBER 2021.



CIVIL SERVICE COMMISSION CHAIR

CITY COUNCIL

Mike Gowdy, Al Hoop, Gabriel Isom, Mike Ladehoff,
Bill Martin, Gary Thompson, Bethany Wirin



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

To: Civil Service Commissioners

From: Geoff Hubbard, Park & Recreation Director
Jill Petermeier, Human Resource Director

Re: Horticulturist New Hire List

After reviewing all applicants and their qualifications, the following person was tested and is considered to best meet the qualifications for the above listed position and are ranked as follows:

Jonathan Lechnir (179.5)

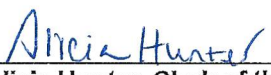
This list shall be valid for a period not to exceed October 22, 2022

Certified by Civil Service Commission on October 22, 2021



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission



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

To: Civil Service Commission

From: Rick Legg, Street Superintendent
Justin Nickel, Public Works Director

Re: Street Mechanic New Hire List

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

Richard McDonald (352)

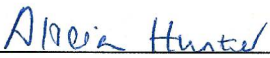
This list shall be valid for a period not to exceed October 22, 2022

Certified by Civil Service Commission on October 22, 2021



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission



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

To: Civil Service Commission

From: Rick Legg, Street Superintendent
Justin Nickel, Public Works Director

Re: Street Maintenance Worker II

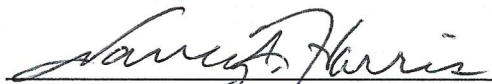
After reviewing all applicants and their qualifications, the following person was tested and considered to best meet the qualifications for the above listed position:

Brian Kreimeyer (221)

This list shall be valid for a period not to exceed October 22, 2022.

Date List Certified by Civil Service Commission:

October 22, 2021



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission

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

October 20, 2021

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: August Monthly Financial Statements

Policy Issue: N/A.

Recommendation: Staff recommends approving the August 2021 monthly financial statements.

Background: The Finance department has prepared and reconciled the August 2021 financial statements for your review. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/2021, the year-to-date revenues and expenses for 2 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month:

*In fund 389, the City received \$1,986,932 for its share of the Federal America Rescue Plan. The same amount will be received next fiscal year.

*In fund 032, the City received \$41,659 for the sale of its 1992 100' Aerial Platform Fire Truck

*Fund 395 includes construction expenses of \$461,260 for E. Merle Hibbs Ext.

Budget Impact: N/A

Attachment: August 2021 Financial Statements

cc: Jessica Kinser, City Administrator

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	3,567,795.12	525,333.77	2,586,840.98	1,506,287.91
010 - CASH FLOW RESERVE FUND	2,476,383.21	3,808.74	-	2,480,191.95
030 - CAPITAL RESERVE	-	-	53,567.23	(53,567.23)
031 - CAPITAL RSRV-BLDG MAINT	341,534.20	518.30	4,544.16	337,508.34
032 - CIP LARGE VEHICLE/EQUIPMENT	(110,377.15)	41,658.85	6,217.85	(74,936.15)
110 - ROAD USE TAX	5,601,593.86	686,987.32	201,631.24	6,086,949.94
112 - EMPLOYEE BENEFITS FUND	3,176,821.36	41,808.33	-	3,218,629.69
117 - POLICE/FIRE RETIREMENT	542,719.16	18,287.49	-	561,006.65
119 - EMERGENCY FUND	-	3,681.93	-	3,681.93
121 - LOCAL OPTION SALES TAX	5,487,716.86	917,440.47	80,195.75	6,324,961.58
125 - TAX INCREMENT FINANCING	303,191.51	18,068.08	-	321,259.59
126 - TIF-LMI	27,806.10	42.76	-	27,848.86
130 - CITY TORT LIABILITY	659,947.57	40,510.97	349,353.38	351,105.16
132 - GRANTS-STATE/LOCAL AGENCIES	(5,036.79)	-	136,226.65	(141,263.44)
140 - PARK & REC DONATION FUND	127,747.45	5,381.38	259.90	132,868.93
141 - MTOWN TENNIS ASSOC	2,794.99	4.30	-	2,799.29
142 - SOFTBALL ASSOCIATION FUND	7,846.47	-	8,801.96	(955.49)
144 - LIVE HEALTHY IOWA	5,086.09	994.34	-	6,080.43
145 - TORNADO GENERAL	46,043.33	-	-	46,043.33
146 - FEMA VALOR	(55,164.71)	-	-	(55,164.71)
147 - FEMA DEMO	(16,074.93)	-	-	(16,074.93)
148 - FEMA-COVID19	(15,258.99)	6,873.47	-	(8,385.52)
149 - FEMA - WINDS	(4,340,242.96)	3,564.19	187,173.36	(4,523,852.13)
151 - DEPT OF JUSTICE GRANTS	(8,719.91)	-	2,134.00	(10,853.91)
152 - POLICE UNDESIGNATED GRANTS	(17,735.98)	31,413.40	28,930.82	(15,253.40)
153 - POLICE DEPT DONATION FUND	91,808.70	2,117.04	18,249.38	75,676.36
156 - FIRE DEPT DONATION FUND	97,948.53	1,175.56	17,362.35	81,761.74
157 - FIRE DEPT GRANTS	4,924.79	7.58	-	4,932.37
160 - ECONOMIC DEVELOPMENT GIFT	53,156.38	81.76	-	53,238.14
161 - SURETY DEPOSITS/SUBDIVIDER	11,089.79	17.06	-	11,106.85
170 - LIBRARY DONATION FUND	112,894.69	2,688.18	2,156.31	113,426.56
177 - SEIZED ASSETS (POLICE)	36,257.32	61.60	-	36,318.92
179 - OTHER COMM AND ECON DEVELOPMENT	79,157.96	121.74	-	79,279.70
180 - HOUSING GRANTS	27,833.65	42.80	-	27,876.45
183 - FY 08 EDI (ECON DEV INCENTIVE)	(13,389.25)	-	-	(13,389.25)
184 - VOUCHERS - 002, 003	131,098.97	206,676.49	193,282.61	144,492.85
189 - #6 HUD LEAD GRANT	(13,016.78)	49,203.06	122,899.62	(86,713.34)
200 - GO BONDS DEBT FUND	125,335.52	15,323.11	14,243.00	126,415.63
300 - CIP COLLECTION FUND	455,875.42	9,920.15	-	465,795.57
310 - FEDERAL STREET GRANTS	40,092.42	61.66	74,054.00	(33,899.92)
311 - RISE STREET GRANTS	-	-	1,395.00	(1,395.00)
312 - AIRPORT PROJECT FUND	1,707,289.39	142,134.56	376,195.97	1,473,227.98
320 - SPECIAL ASSESSMENT PROJECTS	(15,047.95)	-	-	(15,047.95)
340 - BIKE PATH PROJECT FUND	(132,190.44)	-	25,736.30	(157,926.74)
341 - TREES FOREVER PROJECT	22,727.03	2,683.98	-	25,411.01
350 - GO BONDS CAPITAL PROJECTS	9,034.46	13.90	-	9,048.36
354 - POLICE & FIRE STATIONS	604,756.91	921.44	5,650.00	600,028.35
355 - 2015 GO BONDS (D&D)	13,404.73	12.46	45,523.40	(32,106.21)
360 - 2019 GO BONDS & PROJECTS	3,189,664.60	4,902.66	23,875.60	3,170,691.66
361 - LIBRARY BUILDING ADDITION	1,572.80	2.42	-	1,575.22
362 - 2020 GO BONDS	1,186,310.11	1,407.06	272,122.74	915,594.43
381 - 2019 CY STREET, SIDEWALK, PARKING PROJE	746,755.34	1,127.38	513,147.47	234,735.25
383 - COLISEUM REMODEL	-	110.10	11,013.48	(10,903.38)
389 - AMERICAN RESCUE PLAN	-	1,986,932.49	-	1,986,932.49
392 - TIF DISTRICT III CAP PROJECTS	7,140.12	10.98	-	7,151.10
395 - ECONOMIC DEVELOPMENT PROJECT FUND	-	-	1,026,244.22	(1,026,244.22)
610 - WATER POLLUTION CONTROL	2,465.14	794,961.71	795,534.96	1,891.89
611 - WPCP REVENUE	18,204,827.68	1,160,324.64	794,961.71	18,570,190.61
612 - WPCP REVENUE BOND FUND	(3,837.86)	3,837.86	100,015.53	(100,015.53)
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,083,798.98	1,666.92	-	1,085,465.90
617 - SANITARY SEWER NEW CONSTRUCTN	142,643.84	252.00	2,900.00	139,995.84
618 - TORNADO-WPCP	(580.97)	-	-	(580.97)
690 - TRANSIT OPERATING	483,353.76	190,695.42	111,010.44	563,038.74
740 - STORM SEWER UTILITY	2,259,467.96	221,121.07	73,654.21	2,406,934.82
741 - 2016 GO STORM WATER PROJ	2,949,646.81	3,971.96	367,145.98	2,586,472.79
742 - TORNADO - STORM/SEWER	(898.25)	-	-	(898.25)
750 - COMPOSTING FACILITY	100,150.95	27,392.13	8,987.15	118,555.93
760 - P&R CONCESSIONS ENTERPRISE	(17,546.78)	20,771.25	27,604.98	(24,380.51)
881 - OCCUPATIONAL INSURANCE ESCROW	32,652.43	22,521.31	6,570.29	48,603.45
884 - GROUP HEALTH INSURANCE ESCROW	1,547,599.17	490,227.99	732,063.20	1,305,763.96
886 - WORKMAN'S COMP DEDUCTIBLE FUND	36,513.15	56.16	-	36,569.31
910 - POLICE PENSION - T & A	-	-	1,753.22	(1,753.22)
913 - 911 COMMISSION	(78,883.05)	70,253.24	166,054.50	(174,684.31)
951 - SALES TAX REIMBURSEMENT	(1,672.84)	2,278.49	4,746.26	(4,140.61)
952 - SURETY BONDS/DEPOSITS	4,002.87	55.58	-	4,058.45
	53,132,604.06	7,784,523.04	9,582,031.16	51,335,095.94

Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - P&R Deposits			
999.0110.100	GWB P&R Deposits	351,330.04	1.00
	Total BalObject: 0110 - P&R Deposits :	351,330.04	
BalObject: 0111 - Operating			
999.0111.000	UB&T Operating	13,920.06	0.00
999.0111.100	GWB Operating	976,927.09	1.00
	Total BalObject: 0111 - Operating:	990,847.15	
BalObject: 0112 - COLISEUM			
999.0112.100	GWB COLISEUM	0.11	0.00
	Total BalObject: 0112 - COLISEUM:	0.11	
BalObject: 0113 - Payroll			
999.0113.100	GWB Payroll	350,297.27	1.00
	Total BalObject: 0113 - Payroll:	350,297.27	
BalObject: 0114 - Dev Inspections			
999.0114.100	GWB Dev Inspections	32,758.97	1.00
	Total BalObject: 0114 - Dev Inspections:	32,758.97	
BalObject: 0115 - HUD Admin			
999.0115.100	GWB HUD Admin	131,723.13	1.00
	Total BalObject: 0115 - HUD Admin:	131,723.13	
BalObject: 0116 - HUD HAP			
999.0116.100	GWB HUD HAP	9,552.75	1.00
	Total BalObject: 0116 - HUD HAP:	9,552.75	
BalObject: 0117 - Police			
999.0117.100	GWB Police	36,318.92	1.00
	Total BalObject: 0117 - Police:	36,318.92	
BalObject: 0120 - PETTY CASH			
001.0120.000	PETTY CASH - RECORDS	100.00	0.00
750.0120.000	PETTY CASH	300.00	0.00
760.0120.000	PETTY CASH	350.00	0.00
	Total BalObject: 0120 - PETTY CASH:	750.00	
BalObject: 0121 - PETTY CASH-SWIMMING POOLS			
001.0121.000	PET	300.00	0.00
	Total BalObject: 0121 - PETTY CASH-SWIMMING	300.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	200.00	0.00
	Total BalObject: 0122 - PETTY CASH-CITY CLERK:	200.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
	Total BalObject: 0123 - PETTY CASH-LIBRARY:	100.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	225.00	0.00
	Total BalObject: 0125 - PETTY CASH-PARK:	225.00	
BalObject: 0130 - CASH HELD BY INSUR ADMIN			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
	Total BalObject: 0130 - CASH HELD BY INSUR ADM	1.00	
BalObject: 0216 - GREAT WESTERN BANK MM			
999.0216.000	GREAT WESTERN BANK MM	49,412,430.60	1.00
	Total BalObject: 0216 - GREAT WESTERN BANK MI	49,412,430.60	
BalObject: 0999 - POOLED CASH			
999.0999.000	POOLED CASH	18,261.00	0.00
	Total BalObject: 0999 - POOLED CASH:	18,261.00	
		51,335,095.94	



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 08/31/2021

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	202,158.96	2,729,150.80	525,333.77	-2,203,817.03	16,375,558.00
Expense	1,253,940.53	2,751,215.82	2,586,840.98	164,374.84	16,512,751.46
Total Fund: 001 - GENERAL FUND:	-1,051,781.57	-22,065.02	-2,061,507.21	-2,039,442.19	-137,193.46
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	1,904.37	24,003.82	3,808.74	-20,195.08	144,023.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	1,904.37	24,003.82	3,808.74	-20,195.08	144,023.00
Fund: 030 - CAPITAL RESERVE					
Revenue	0.00	121,315.32	0.00	-121,315.32	727,892.00
Expense	40,233.20	121,282.54	53,567.23	67,715.31	727,892.00
Total Fund: 030 - CAPITAL RESERVE:	-40,233.20	32.78	-53,567.23	-53,600.01	0.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	259.15	250.00	518.30	268.30	1,500.00
Expense	0.00	29,779.74	4,544.16	25,235.58	178,750.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	259.15	-29,529.74	-4,025.86	25,503.88	-177,250.00
Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT					
Revenue	41,658.85	18,011.78	41,658.85	23,647.07	108,114.00
Expense	6,217.85	0.00	6,217.85	-6,217.85	0.00
Total Fund: 032 - CIP LARGE VEHICLE/EQUIPMENT:	35,441.00	18,011.78	35,441.00	17,429.22	108,114.00
Fund: 110 - ROAD USE TAX					
Revenue	255,980.83	566,666.66	686,987.32	120,320.66	3,400,000.00
Expense	143,279.95	794,192.40	201,631.24	592,561.16	4,765,927.03
Total Fund: 110 - ROAD USE TAX:	112,700.88	-227,525.74	485,356.08	712,881.82	-1,365,927.03
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	41.97	473,698.46	41,808.33	-431,890.13	2,842,191.00
Expense	0.00	461,688.50	0.00	461,688.50	2,770,131.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	41.97	12,009.96	41,808.33	29,798.37	72,060.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	449.62	216,795.80	18,287.49	-198,508.31	1,300,775.00
Expense	0.00	212,255.82	0.00	212,255.82	1,273,535.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	449.62	4,539.98	18,287.49	13,747.51	27,240.00
Fund: 119 - EMERGENCY FUND					
Revenue	3.78	41,945.14	3,681.93	-38,263.21	251,671.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2021

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	41,945.16	0.00	41,945.16	251,671.00
Total Fund: 119 - EMERGENCY FUND:	3.78	-0.02	3,681.93	3,681.95	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	345,797.38	620,833.32	917,440.47	296,607.15	3,725,000.00
Expense	80,195.75	813,897.02	80,195.75	733,701.27	4,883,444.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	265,601.63	-193,063.70	837,244.72	1,030,308.42	-1,158,444.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	251.43	152,773.48	18,068.08	-134,705.40	916,641.00
Expense	0.00	119,278.48	0.00	119,278.48	715,671.00
Total Fund: 125 - TAX INCREMENT FINANCING:	251.43	33,495.00	18,068.08	-15,426.92	200,970.00
Fund: 126 - TIF-LMI					
Revenue	21.38	1.66	42.76	41.10	10.00
Total Fund: 126 - TIF-LMI:	21.38	1.66	42.76	41.10	10.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	3,275.45	5,166.66	40,510.97	35,344.31	31,000.00
Expense	24,647.14	33,572.56	349,353.38	-315,780.82	201,500.00
Total Fund: 130 - CITY TORT LIABILITY:	-21,371.69	-28,405.90	-308,842.41	-280,436.51	-170,500.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	0.00	201,099.82	0.00	-201,099.82	1,206,599.00
Expense	45,778.54	191,343.74	136,226.65	55,117.09	1,148,062.50
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	-45,778.54	9,756.08	-136,226.65	-145,982.73	58,536.50
Fund: 140 - PARK & REC DONATION FUND					
Revenue	2,811.14	8,483.32	5,381.38	-3,101.94	50,900.00
Expense	129.95	9,149.96	259.90	8,890.06	54,900.00
Total Fund: 140 - PARK & REC DONATION FUND:	2,681.19	-666.64	5,121.48	5,788.12	-4,000.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	2.15	3.32	4.30	0.98	20.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	2.15	3.32	4.30	0.98	20.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	0.00	5,157.32	0.00	-5,157.32	30,944.11
Expense	938.36	5,144.16	8,801.96	-3,657.80	30,894.11
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-938.36	13.16	-8,801.96	-8,815.12	50.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	4.67	1,249.50	994.34	-255.16	7,500.00
Expense	0.00	1,225.06	0.00	1,225.06	7,351.12
Total Fund: 144 - LIVE HEALTHY IOWA :	4.67	24.44	994.34	969.90	148.88
Fund: 147 - FEMA DEMO					
Revenue	0.00	587,681.50	0.00	-587,681.50	3,527,500.00

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Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	691,390.00	0.00	691,390.00	4,150,000.00
Total Fund: 147 - FEMA DEMO:	0.00	-103,708.50	0.00	103,708.50	-622,500.00
Fund: 148 - FEMA-COVID19					
Revenue	2,238.28	0.00	6,873.47	6,873.47	0.00
Total Fund: 148 - FEMA-COVID19:	2,238.28	0.00	6,873.47	6,873.47	0.00
Fund: 149 - FEMA - WINDS					
Revenue	3,564.19	1,531,606.24	3,564.19	-1,528,042.05	9,193,255.00
Expense	13,613.07	1,013,107.08	187,173.36	825,933.72	6,078,995.00
Total Fund: 149 - FEMA - WINDS:	-10,048.88	518,499.16	-183,609.17	-702,108.33	3,114,260.00
Fund: 150 - COPS FAST GRANTS					
Revenue	0.00	9,163.00	0.00	-9,163.00	55,000.00
Expense	0.00	8,963.76	0.00	8,963.76	53,804.24
Total Fund: 150 - COPS FAST GRANTS:	0.00	199.24	0.00	-199.24	1,195.76
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	17,328.64	0.00	-17,328.64	103,972.00
Expense	2,134.00	17,327.74	2,134.00	15,193.74	103,972.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	-2,134.00	0.90	-2,134.00	-2,134.90	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	12,920.50	15,252.72	31,413.40	16,160.68	91,553.00
Expense	22,057.69	13,770.44	28,930.82	-15,160.38	82,653.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-9,137.19	1,482.28	2,482.58	1,000.30	8,900.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	58.52	449.98	2,117.04	1,667.06	2,700.00
Expense	540.92	4,739.94	18,249.38	-13,509.44	28,450.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	-482.40	-4,289.96	-16,132.34	-11,842.38	-25,750.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	62.78	333.32	1,175.56	842.24	2,000.00
Expense	0.00	2,233.32	17,362.35	-15,129.03	13,400.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	62.78	-1,900.00	-16,186.79	-14,286.79	-11,400.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	3.79	10.00	7.58	-2.42	60.00
Total Fund: 157 - FIRE DEPT GRANTS:	3.79	10.00	7.58	-2.42	60.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	40.88	58.32	81.76	23.44	350.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	40.88	58.32	81.76	23.44	350.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	8.53	30.82	17.06	-13.76	185.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	8.53	30.82	17.06	-13.76	185.00

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Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 170 - LIBRARY DONATION FUND					
Revenue	777.57	13,712.48	2,688.18	-11,024.30	82,275.00
Expense	1,310.81	15,785.94	2,156.31	13,629.63	94,740.00
Total Fund: 170 - LIBRARY DONATION FUND:	-533.24	-2,073.46	531.87	2,605.33	-12,465.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	30.81	541.46	61.60	-479.86	3,250.00
Expense	0.00	666.46	0.00	666.46	4,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	30.81	-125.00	61.60	186.60	-750.00
Fund: 179 - OTHER COMM AND ECON DEVELOPMENT					
Revenue	60.87	0.00	121.74	121.74	0.00
Total Fund: 179 - OTHER COMM AND ECON DEVELOPMENT:	60.87	0.00	121.74	121.74	0.00
Fund: 180 - HOUSING GRANTS					
Revenue	21.40	50.00	42.80	-7.20	300.00
Total Fund: 180 - HOUSING GRANTS:	21.40	50.00	42.80	-7.20	300.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	103,246.19	179,877.98	206,676.49	26,798.51	1,079,630.00
Expense	96,533.20	180,966.72	193,282.61	-12,315.89	1,086,217.45
Total Fund: 184 - VOUCHERS - 002, 003:	6,712.99	-1,088.74	13,393.88	14,482.62	-6,587.45
Fund: 189 - #6 HUD LEAD GRANT					
Revenue	0.00	267,590.32	49,203.06	-218,387.26	1,605,541.99
Expense	47,055.65	267,493.32	122,899.62	144,593.70	1,605,541.99
Total Fund: 189 - #6 HUD LEAD GRANT:	-47,055.65	97.00	-73,696.56	-73,793.56	0.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	112.20	712,813.80	15,323.11	-697,490.69	4,276,883.00
Expense	0.00	707,748.82	14,243.00	693,505.82	4,246,493.00
Total Fund: 200 - GO BONDS DEBT FUND:	112.20	5,064.98	1,080.11	-3,984.87	30,390.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	367.11	105,055.14	9,920.15	-95,134.99	630,331.00
Expense	0.00	121,148.66	0.00	121,148.66	726,892.00
Total Fund: 300 - CIP COLLECTION FUND:	367.11	-16,093.52	9,920.15	26,013.67	-96,561.00
Fund: 310 - FEDERAL STREET GRANTS					
Revenue	30.83	0.00	61.66	61.66	0.00
Expense	74,054.00	0.00	74,054.00	-74,054.00	0.00
Total Fund: 310 - FEDERAL STREET GRANTS:	-74,023.17	0.00	-73,992.34	-73,992.34	0.00
Fund: 311 - RISE STREET GRANTS					
Revenue	0.00	861,845.26	0.00	-861,845.26	5,173,141.00
Expense	1,085.00	862,190.16	1,395.00	860,795.16	5,173,141.00
Total Fund: 311 - RISE STREET GRANTS:	-1,085.00	-344.90	-1,395.00	-1,050.10	0.00

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Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	1,302.78	237,186.66	142,134.56	-95,052.10	1,423,120.00
Expense	223,472.13	449,530.00	376,195.97	73,334.03	2,697,180.00
Total Fund: 312 - AIRPORT PROJECT FUND:	-222,169.35	-212,343.34	-234,061.41	-21,718.07	-1,274,060.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	833.32	0.00	-833.32	5,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	833.32	0.00	-833.32	5,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	0.00	158,333.32	0.00	-158,333.32	950,000.00
Expense	678.00	158,756.64	25,736.30	133,020.34	952,540.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-678.00	-423.32	-25,736.30	-25,312.98	-2,540.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	44.49	1,666.66	2,683.98	1,017.32	10,000.00
Expense	0.00	1,666.66	0.00	1,666.66	10,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	44.49	0.00	2,683.98	2,683.98	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	6.95	0.00	13.90	13.90	0.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	6.95	0.00	13.90	13.90	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	460.72	0.00	921.44	921.44	0.00
Expense	0.00	0.00	5,650.00	-5,650.00	0.00
Total Fund: 354 - POLICE & FIRE STATIONS:	460.72	0.00	-4,728.56	-4,728.56	0.00
Fund: 355 - 2015 GO BONDS (D&D)					
Revenue	6.23	3,666.64	12.46	-3,654.18	22,000.00
Expense	40,221.98	19,999.78	45,523.40	-25,523.62	120,000.00
Total Fund: 355 - 2015 GO BONDS (D&D):	-40,215.75	-16,333.14	-45,510.94	-29,177.80	-98,000.00
Fund: 360 - 2019 GO BONDS & PROJECTS					
Revenue	2,451.33	1,666.00	4,902.66	3,236.66	10,000.00
Expense	21,835.95	62,475.00	23,875.60	38,599.40	375,000.00
Total Fund: 360 - 2019 GO BONDS & PROJECTS:	-19,384.62	-60,809.00	-18,972.94	41,836.06	-365,000.00
Fund: 361 - LIBRARY BUILDING ADDITION					
Revenue	1.21	0.00	2.42	2.42	0.00
Total Fund: 361 - LIBRARY BUILDING ADDITION:	1.21	0.00	2.42	2.42	0.00
Fund: 362 - 2020 GO BONDS					
Revenue	703.53	0.00	1,407.06	1,407.06	0.00
Expense	652.50	82,833.32	272,122.74	-189,289.42	497,000.00
Total Fund: 362 - 2020 GO BONDS:	51.03	-82,833.32	-270,715.68	-187,882.36	-497,000.00
Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS					
Revenue	563.69	0.00	1,127.38	1,127.38	0.00

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Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	499,399.92	0.00	513,147.47	-513,147.47	0.00
Total Fund: 381 - 2019 CY STREET,SIDEWALK,PARKING PROJECTS:	-498,836.23	0.00	-512,020.09	-512,020.09	0.00
Fund: 383 - COLISEUM REMODEL					
Revenue	10.09	0.00	110.10	110.10	0.00
Expense	2,769.73	0.00	11,013.48	-11,013.48	0.00
Total Fund: 383 - COLISEUM REMODEL:	-2,759.64	0.00	-10,903.38	-10,903.38	0.00
Fund: 389 - AMERICAN RESCUE PLAN					
Revenue	1,986,932.49	0.00	1,986,932.49	1,986,932.49	0.00
Total Fund: 389 - AMERICAN RESCUE PLAN:	1,986,932.49	0.00	1,986,932.49	1,986,932.49	0.00
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	5.49	0.00	10.98	10.98	0.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	5.49	0.00	10.98	10.98	0.00
Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND					
Expense	468,564.52	0.00	1,026,244.22	-1,026,244.22	0.00
Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:	468,564.52	0.00	1,026,244.22	-1,026,244.22	0.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	404,951.79	1,230,042.98	794,961.71	-435,081.27	7,380,257.88
Expense	403,059.90	1,229,920.64	795,534.96	434,385.68	7,380,257.88
Total Fund: 610 - WATER POLLUTION CONTROL:	1,891.89	122.34	-573.25	-695.59	0.00
Fund: 611 - WPCP REVENUE					
Revenue	420,155.45	1,297,049.28	1,160,324.64	-136,724.64	7,782,296.00
Expense	404,951.79	1,255,032.98	794,961.71	460,071.27	7,530,257.88
Total Fund: 611 - WPCP REVENUE:	15,203.66	42,016.30	365,362.93	323,346.63	252,038.12
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	0.00	24,990.00	3,837.86	-21,152.14	150,000.00
Expense	4,648.75	25,000.00	100,015.53	-75,015.53	150,000.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	-4,648.75	-10.00	-96,177.67	-96,167.67	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	833.46	4,166.66	1,666.92	-2,499.74	25,000.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	833.46	4,166.66	1,666.92	-2,499.74	25,000.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	224.00	2,583.32	252.00	-2,331.32	15,500.00
Expense	0.00	0.00	2,900.00	-2,900.00	0.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	224.00	2,583.32	-2,648.00	-5,231.32	15,500.00
Fund: 690 - TRANSIT OPERATING					
Revenue	35,232.21	140,773.58	190,695.42	49,921.84	844,662.00
Expense	49,909.55	145,143.70	111,010.44	34,133.26	871,123.80
Total Fund: 690 - TRANSIT OPERATING:	-14,677.34	-4,370.12	79,684.98	84,055.10	-26,461.80

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Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 740 - STORM SEWER UTILITY					
Revenue	93,180.81	247,833.32	221,121.07	-26,712.25	1,487,000.00
Expense	39,931.88	425,521.48	73,654.21	351,867.27	2,553,291.15
Total Fund: 740 - STORM SEWER UTILITY:	53,248.93	-177,688.16	147,466.86	325,155.02	-1,066,291.15
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	1,985.98	210,715.90	3,971.96	-206,743.94	1,264,295.51
Expense	0.00	725,575.00	367,145.98	358,429.02	4,353,450.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	1,985.98	-514,859.10	-363,174.02	151,685.08	-3,089,154.49
Fund: 750 - COMPOSTING FACILITY					
Revenue	14,632.72	10,008.26	27,392.13	17,383.87	60,050.00
Expense	2,722.32	10,674.28	8,987.15	1,687.13	64,071.99
Total Fund: 750 - COMPOSTING FACILITY:	11,910.40	-666.02	18,404.98	19,071.00	-4,021.99
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	4,116.25	6,833.32	20,771.25	13,937.93	41,000.00
Expense	7,768.50	5,930.16	27,604.98	-21,674.82	35,586.65
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-3,652.25	903.16	-6,833.73	-7,736.89	5,413.35
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	11,274.86	0.00	22,521.31	22,521.31	0.00
Expense	1,968.06	0.00	6,570.29	-6,570.29	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	9,306.80	0.00	15,951.02	15,951.02	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	226,238.60	0.00	490,227.99	490,227.99	0.00
Expense	334,723.27	0.00	732,063.20	-732,063.20	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-108,484.67	0.00	-241,835.21	-241,835.21	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	28.08	0.00	56.16	56.16	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	28.08	0.00	56.16	56.16	0.00
Fund: 910 - POLICE PENSION - T & A					
Expense	0.00	0.00	1,753.22	-1,753.22	0.00
Total Fund: 910 - POLICE PENSION - T & A:	0.00	0.00	1,753.22	-1,753.22	0.00
Fund: 913 - 911 COMMISION					
Revenue	70,253.24	0.00	70,253.24	70,253.24	0.00
Expense	77,405.88	0.00	166,054.50	-166,054.50	0.00
Total Fund: 913 - 911 COMMISION:	-7,152.64	0.00	-95,801.26	-95,801.26	0.00
Report Total:	-184,668.21	-1,023,206.58	-1,795,095.93	-771,889.35	-6,142,092.76

Fund Summary

Fund	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-1,051,781.57	-22,065.02	-2,061,507.21	-2,039,442.19	-137,193.46
010 - CASH FLOW RESERVE FUND	1,904.37	24,003.82	3,808.74	-20,195.08	144,023.00
030 - CAPITAL RESERVE	-40,233.20	32.78	-53,567.23	-53,600.01	0.00
031 - CAPITAL RSRV-BLDG MAINT	259.15	-29,529.74	-4,025.86	25,503.88	-177,250.00
032 - CIP LARGE VEHICLE/EQUIPMI	35,441.00	18,011.78	35,441.00	17,429.22	108,114.00
110 - ROAD USE TAX	112,700.88	-227,525.74	485,356.08	712,881.82	-1,365,927.03
112 - EMPLOYEE BENEFITS FUND	41.97	12,009.96	41,808.33	29,798.37	72,060.00
117 - POLICE/FIRE RETIREMENT	449.62	4,539.98	18,287.49	13,747.51	27,240.00
119 - EMERGENCY FUND	3.78	-0.02	3,681.93	3,681.95	0.00
121 - LOCAL OPTION SALES TAX	265,601.63	-193,063.70	837,244.72	1,030,308.42	-1,158,444.00
125 - TAX INCREMENT FINANCING	251.43	33,495.00	18,068.08	-15,426.92	200,970.00
126 - TIF-LMI	21.38	1.66	42.76	41.10	10.00
130 - CITY TORT LIABILITY	-21,371.69	-28,405.90	-308,842.41	-280,436.51	-170,500.00
132 - GRANTS-STATE/LOCAL AGEN	-45,778.54	9,756.08	-136,226.65	-145,982.73	58,536.50
140 - PARK & REC DONATION FUNI	2,681.19	-666.64	5,121.48	5,788.12	-4,000.00
141 - MTOWN TENNIS ASSOC	2.15	3.32	4.30	0.98	20.00
142 - SOFTBALL ASSOCIATION FUN	-938.36	13.16	-8,801.96	-8,815.12	50.00
144 - LIVE HEALTHY IOWA	4.67	24.44	994.34	969.90	148.88
147 - FEMA DEMO	0.00	-103,708.50	0.00	103,708.50	-622,500.00
148 - FEMA-COVID19	2,238.28	0.00	6,873.47	6,873.47	0.00
149 - FEMA - WINDS	-10,048.88	518,499.16	-183,609.17	-702,108.33	3,114,260.00
150 - COPS FAST GRANTS	0.00	199.24	0.00	-199.24	1,195.76
151 - DEPT OF JUSTICE GRANTS	-2,134.00	0.90	-2,134.00	-2,134.90	0.00
152 - POLICE UNDESIGNATED GRAI	-9,137.19	1,482.28	2,482.58	1,000.30	8,900.00
153 - POLICE DEPT DONATION FUN	-482.40	-4,289.96	-16,132.34	-11,842.38	-25,750.00
156 - FIRE DEPT DONATION FUND	62.78	-1,900.00	-16,186.79	-14,286.79	-11,400.00
157 - FIRE DEPT GRANTS	3.79	10.00	7.58	-2.42	60.00
160 - ECONOMIC DEVELOPMENT G	40.88	58.32	81.76	23.44	350.00
161 - SURETY DEPOSITS/SUBDIVIDI	8.53	30.82	17.06	-13.76	185.00
170 - LIBRARY DONATION FUND	-533.24	-2,073.46	531.87	2,605.33	-12,465.00
177 - SEIZED ASSETS (POLICE)	30.81	-125.00	61.60	186.60	-750.00
179 - OTHER COMM AND ECON DE	60.87	0.00	121.74	121.74	0.00
180 - HOUSING GRANTS	21.40	50.00	42.80	-7.20	300.00
184 - VOUCHERS - 002, 003	6,712.99	-1,088.74	13,393.88	14,482.62	-6,587.45
189 - #6 HUD LEAD GRANT	-47,055.65	97.00	-73,696.56	-73,793.56	0.00
200 - GO BONDS DEBT FUND	112.20	5,064.98	1,080.11	-3,984.87	30,390.00
300 - CIP COLLECTION FUND	367.11	-16,093.52	9,920.15	26,013.67	-96,561.00
310 - FEDERAL STREET GRANTS	-74,023.17	0.00	-73,992.34	-73,992.34	0.00
311 - RISE STREET GRANTS	-1,085.00	-344.90	-1,395.00	-1,050.10	0.00
312 - AIRPORT PROJECT FUND	-222,169.35	-212,343.34	-234,061.41	-21,718.07	-1,274,060.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 08/31/2021

320 - SPECIAL ASSESSMENT PROJEC	0.00	833.32	0.00	-833.32	5,000.00
340 - BIKE PATH PROJECT FUND	-678.00	-423.32	-25,736.30	-25,312.98	-2,540.00
341 - TREES FOREVER PROJECT	44.49	0.00	2,683.98	2,683.98	0.00
350 - GO BONDS CAPITAL PROJECT	6.95	0.00	13.90	13.90	0.00
354 - POLICE & FIRE STATIONS	460.72	0.00	-4,728.56	-4,728.56	0.00
355 - 2015 GO BONDS (D&D)	-40,215.75	-16,333.14	-45,510.94	-29,177.80	-98,000.00
360 - 2019 GO BONDS & PROJECTS	-19,384.62	-60,809.00	-18,972.94	41,836.06	-365,000.00
361 - LIBRARY BUILDING ADDITION	1.21	0.00	2.42	2.42	0.00
362 - 2020 GO BONDS	51.03	-82,833.32	-270,715.68	-187,882.36	-497,000.00
381 - 2019 CY STREET, SIDEWALK, P.	-498,836.23	0.00	-512,020.09	-512,020.09	0.00
383 - COLISEUM REMODEL	-2,759.64	0.00	-10,903.38	-10,903.38	0.00
389 - AMERICAN RESCUE PLAN	1,986,932.49	0.00	1,986,932.49	1,986,932.49	0.00
392 - TIF DISTRICT III CAP PROJECT	5.49	0.00	10.98	10.98	0.00
395 - ECONOMIC DEVELOPMENT P	-468,564.52	0.00	-1,026,244.22	-1,026,244.22	0.00
610 - WATER POLLUTION CONTROL	1,891.89	122.34	-573.25	-695.59	0.00
611 - WPCP REVENUE	15,203.66	42,016.30	365,362.93	323,346.63	252,038.12
612 - WPCP REVENUE BOND FUND	-4,648.75	-10.00	-96,177.67	-96,167.67	0.00
614 - WPCP CAPITAL IMPROVEMENT	833.46	4,166.66	1,666.92	-2,499.74	25,000.00
617 - SANITARY SEWER NEW CON	224.00	2,583.32	-2,648.00	-5,231.32	15,500.00
690 - TRANSIT OPERATING	-14,677.34	-4,370.12	79,684.98	84,055.10	-26,461.80
740 - STORM SEWER UTILITY	53,248.93	-177,688.16	147,466.86	325,155.02	-1,066,291.15
741 - 2016 GO STORM WATER PRC	1,985.98	-514,859.10	-363,174.02	151,685.08	-3,089,154.49
750 - COMPOSTING FACILITY	11,910.40	-666.02	18,404.98	19,071.00	-4,021.99
760 - P&R CONCESSIONS ENTERPRISE	-3,652.25	903.16	-6,833.73	-7,736.89	5,413.35
881 - OCCUPATIONAL INSURANCE ESCROW	9,306.80	0.00	15,951.02	15,951.02	0.00
884 - GROUP HEALTH INSURANCE	-108,484.67	0.00	-241,835.21	-241,835.21	0.00
886 - WORKMAN'S COMP DEDU	28.08	0.00	56.16	56.16	0.00
910 - POLICE PENSION - T & A	0.00	0.00	-1,753.22	-1,753.22	0.00
913 - 911 COMMISSION	-7,152.64	0.00	-95,801.26	-95,801.26	0.00

Report Total:	-184,668.21	-1,023,206.58	-1,795,095.93	-771.889.35	-6,142,092.76
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RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF TWO 2016 CATERPILLAR 12M3 MOTOR GRADERS FROM ZIEGLER CAT FOR USE IN THE STREET DEPARTMENT AND DECLARING CERTAIN PROPERTY SURPLUS

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

WHEREAS, the City of Marshalltown, Iowa desires to procure two new motor graders to be utilized by the street department and sought quotes for this purpose; and

WHEREAS, the City is the sole owner of a 1994 Galion 850 Motor Grader which is to be declared surplus property and to be traded for a value of \$12,000.00; and

WHEREAS, Ziegler Cat submitted a quote on two 2016 12M3 Caterpillar Motor Grader, one for a purchase price of \$158,000.00 and one for \$146,000.00 with the trade; and

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

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

Section 1. That the City of Marshalltown accepts the bid from Ziegler Cat for the purchase of two 2016 Cat 12M3 Motor Graders in the amount of \$158,000.00, and in the amount of \$146,000.00 to be used in the Street Department.

Section 2. That the 1994 Galion 850 Motor Grader is hereby declared as surplus property.

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

Passed this 25th day of October 2021, and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

PURCHASER CITY OF MARSHALLTOWN			
STREET ADDRESS 24 N CENTER ST		<SAME>	
CITY/STATE MARSHALLTOWN, IA	COUNTY MARSHALL (IA)		
POSTAL CODE 50158-4911	PHONE NO. 641-754-5702		
EQUIPMENT RICK LEGG			
PRODUCT SUPPORT RICK LEGG			
INDUSTRY CODE:		PRINCIPAL WORK CODE	
ACCOUNT NUMBER 5506900		PURCHASER PO NUMBER	
Sales Tax Exemption # (if applicable) N/A			
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE ☐		NET ON DELIVERY ☐	
CASH WITH ORDER \$0.00		CONTRACT INTEREST RATE 0.00	
BALANCE TO FINANCE \$0.00		OPTIONAL BUY-OUT \$0.00	
PAYMENT PERIOD		NUMBER OF PAYMENTS	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR		MODEL: 12M3	
STOCK NUMBER: N5628		YEAR: 2016	
SERIAL NUMBER: 0N9F00469			
12M3 MOTOR GRADER	384-8606	COLD WEATHER PLUS PACKAGE	394-4522
HEATER, ENGINE COOLANT, 120V	249-5516	STARTER, ELEC, EXTREME DUTY	395-3547
LINES, STANDARD W/O ACCUMULATOR	305-2927	SNOW ARRANGEMENT	396-1966
BASE + 1 (FL)	309-9848	CAMERA, REAR VISION	396-3921
HITCH, TOWING	337-7510	CAB, PREMIUM (INTERIOR)	397-7458
MIRRORS, OUTSIDE HEATED 24V	344-0984	DECALS, ENGLISH (U.S.)	442-9940
MOLDBOARD, 14' PLUS	349-3048	LANGUAGE, ENGLISH	386-1254
JOYSTICK CONTROLS, BASIC	357-9151	PRODUCT LINK, SATELLITE PLE631	464-6804
NO ACCUGRADE	362-5222	COOLANT, 60/40, -51C (-60F)	469-8160
ARTICULATION GUARD	368-6239	ENGINE S/N SYE10065	382-4676
LIGHTS, SERVICE, INTERNAL	380-3070	CAT FRONT FENDERS	
PRECLEANER, NON SY-KLONE	380-6774	CAT REAR FENDERS	
GLOBAL ARRANGEMENT, LOW AMBIENT	385-9297	TIRES, 14.0R24	
CAB, PLUS (STANDARD GLASS)	385-9554	BALDERSON LIFT GROUP	
SEAT BELT	394-1492	2" LEFT HAND BLADE EXTENSION	
YEAR	BILL OF SALE - TRADE-IN EQUIPMENT	SERIAL NO.	SELL PRICE
1990 850		U01250 - GALION	\$158,000.00
			LESS GROSS TRADE ALLOWANCE (\$12,000.00)
			NET BALANCE DUE \$146,000.00
			BALANCE \$146,000.00
PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW.			
GROSS TRADE ALLOWANCE \$12,000.00			
PAYOUT TO		AMOUNT OWING:	
PURCHASER TO PAYOUT ☐		ZIEGLER INC. TO PAY OUT ☐	
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2			
☐ NEW EQUIPMENT WARRANTY New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2.		☒ USED EQUIPMENT WARRANTY ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults," and no warranty is offered except as specified here: 1 Year or 1,000 Hour Powertrain and Hydraulic	
CSA:			
NOTES:			

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND THE WEBSITE REFERRED TO THEREIN

Ziegler Inc. Company

PURCHASER

ORDER RECEIVED BY

Derek Assman

APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF MARSHALLTOWN

PURCHASER

BY

SIGNATURE

TITLE

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

1. ACCEPTANCE. All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.

2. TAXES. Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.

3. FINANCING. If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

4. ADDITIONAL DOCUMENTATION. On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

5. SECURITY INTEREST. To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.

6. TITLE AND RISK OF LOSS; DELIVERY. Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

7. SHIPMENT. Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.

8. INSURANCE. Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.

9. BILL AND HOLD. If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

10. DAMAGES; MAXIMUM LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

11. WARRANTY LIMITATIONS. Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

12. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.

13. TRADE-IN EQUIPMENT. Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.

14. DATA AND PRIVACY. Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

15. INTELLECTUAL PROPERTY. A All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

16. ENTIRE AGREEMENT; AMENDMENT. Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.

17. FORCE MAJEURE. Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.

18. DISPUTES. Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.

19. UCC. All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

20. COUNTERPARTS. This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.

21. ELECTRONIC SIGNATURES. Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

PURCHASER CITY OF MARSHALLTOWN			
STREET ADDRESS 24 N CENTER ST		<SAME>	
CITY/STATE MARSHALLTOWN, IA	COUNTY MARSHALL (IA)		
POSTAL CODE 50158-4911	PHONE NO. 641-754-5702		
EQUIPMENT RICK LEGG			
PRODUCT SUPPORT RICK LEGG			
INDUSTRY CODE:		PRINCIPAL WORK CODE	
ACCOUNT NUMBER 5506900		PURCHASER PO NUMBER	
Sales Tax Exemption # (if applicable) N/A			
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE ☐		NET ON DELIVERY ☐	
CASH WITH ORDER \$0.00		BALANCE TO FINANCE \$0.00	
CONTRACT INTEREST RATE 0.00		OPTIONAL BUY-OUT \$0.00	
PAYMENT PERIOD		NUMBER OF PAYMENTS	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR		MODEL: 12M3	
STOCK NUMBER: N5627		YEAR: 2016	
SERIAL NUMBER: 0N9F00467			
12M3 MOTOR GRADER	384-8606	COLD WEATHER PLUS PACKAGE	394-4522
HEATER, ENGINE COOLANT, 120V	249-5516	STARTER, ELEC, EXTREME DUTY	395-3547
LINES, STANDARD W/O ACCUMULATOR	305-2927	SNOW ARRANGEMENT	396-1966
BASE + 1 (FL)	309-9848	CAMERA, REAR VISION	396-3921
HITCH, TOWING	337-7510	CAB, PREMIUM (INTERIOR)	397-7458
MIRRORS, OUTSIDE HEATED 24V	344-0984	DECALS, ENGLISH (U.S.)	442-9940
MOLDBOARD, 14' PLUS	349-3048	LANGUAGE, ENGLISH	386-1254
JOYSTICK CONTROLS, BASIC	357-9151	PRODUCT LINK, SATELLITE PLE631	464-6804
NO ACCUGRADE	362-5222	COOLANT, 60/40, -51C (-60F)	469-8160
ARTICULATION GUARD	368-6239	ENGINE S/N SYE10068	382-4676
LIGHTS, SERVICE, INTERNAL	380-3070	CAT FRONT FENDERS	
PRECLEANER, NON SY-KLONE	380-6774	CAT REAR FENDERS	
GLOBAL ARRANGEMENT, LOW AMBIENT	385-9297	TIRES, 14.0R24	
CAB, PLUS (STANDARD GLASS)	385-9554	2' LEFT HAND BLADE EXTENSION	
SEAT BELT	394-1492	BALDERSON LIFT GROUP	
YEAR	BILL OF SALE - TRADE-IN EQUIPMENT	SERIAL NO.	SELL PRICE
			\$158,000.00
			NET BALANCE DUE
			\$158,000.00
			BALANCE
			\$158,000.00
PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW.			
GROSS TRADE ALLOWANCE PAYOUT TO _____ AMOUNT OWING: _____ PURCHASER TO PAYOUT ☐ ZIEGLER INC. TO PAY OUT ☐			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2			
☐ NEW EQUIPMENT WARRANTY New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2.		☒ USED EQUIPMENT WARRANTY ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults," and no warranty is offered except as specified here: 1 Year or 1,000 Hour Powertrain and Hydraulic	
CSA:			
NOTES:			

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND THE WEBSITE REFERRED TO THEREIN

Ziegler Inc. Company

PURCHASER

ORDER RECEIVED BY

Derek Assman

APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF MARSHALLTOWN

PURCHASER

BY

SIGNATURE

TITLE

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

1. ACCEPTANCE. All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.

2. TAXES. Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.

3. FINANCING. . If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.

4. ADDITIONAL DOCUMENTATION. On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.

5. SECURITY INTEREST. To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law

6. TITLE AND RISK OF LOSS; DELIVERY. Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.

7. SHIPMENT. Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.

8. INSURANCE. Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy

9. BILL AND HOLD. If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.

10. DAMAGES; MAXIMUM LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENCHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.

11. WARRANTY LIMITATIONS. Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.

12. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.

13. TRADE-IN EQUIPMENT. Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.

14. DATA AND PRIVACY. Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.

15. INTELLECTUAL PROPERTY. A All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.

16. ENTIRE AGREEMENT; AMENDMENT. Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.

17. FORCE MAJEURE. Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.

18. DISPUTES. Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue

19. UCC. All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.

20. COUNTERPARTS. This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.

21. ELECTRONIC SIGNATURES. Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

**RESOLUTION ACCEPTING QUOTE AND AUTHORIZING THE
PURCHASE OF UV DISINFECTION LAMPS AND QUARTZ SLEEVES
FOR THE PRICE OF \$80,204.90 FOR USE IN THE WATER POLLUTION
CONTROL PLANT DISINFECTION SYSTEM**

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

WHEREAS, the City of Marshalltown, Iowa desires to procure UV Lamps and Quartz Sleeves to be utilized by the Water Pollution Control Department and sought quotes for this purpose; and

WHEREAS, Engineered Equipment Solutions submitted a quote for 265 UV disinfection lamps and 265 Quartz Sleeves for a purchase price of \$80,204.90; and

WHEREAS, acceptance of this quote is in the best interest of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the quote from Engineered Equipment Solutions for the purchase of 265 UV disinfection lamps and 265 Quartz Sleeves in the amount of \$80,240.90 to be used in the Water Pollution Control Plant disinfection system.

Section 2. Public Works staff of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said disinfection equipment at the above referenced price and conditions.

Passed this 25th day of October 2021, and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

The City of Marshalltown, IA
Joel T.S. Greer, Mayor
Jessica Kinser, City Administrator
Bob Ranson, Superintendent WPC
1001 Woodland Street
Marshalltown, IA 50158-1810
Tel - (641) 754-5709
Fax - (641) 754-5741
Email - branson@marshalltown-ia.gov



MEMORANDUM

Date: October 15, 2021

To: Mayor, City Council, City Administrator, Public Works Director, and City Clerk

From: Bob Ranson, Superintendent WPCP

Re: Water Pollution Control Plant UV Disinfection Lamp and Sleeve Replacement Parts

Policy Issue: City policy requires Governing Body approval for services greater than \$45,000.00.

Recommendation: Staff recommends approving.

Background: The Water Pollution Control Plant is required to disinfect effluent outflow from March 15 to November 15 annually. In 2011, the WPCP installed a Trojan 3000 Series Ultra Violet Light Disinfection System. The bulbs and quartz sleeve have a life expectancy of approximately four years. The bulbs degrade over time and lose intensity and efficiency. The quartz sleeves become clouded from the automated cleaning system over time, thus affecting the transmission of the UV light. This will be the second time we have relamped our system and the first time we have replaced the quartz sleeves.

Budget Impact: The Capital Improvements Program (5718 minor equipment unclassified account) has sufficient funds budgeted for this project.

CITY COUNCIL: Mike Gowdy, Al Hoop, Gabriel Isom,
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Reese Wirin



Engineered Equipment Solutions, Inc
203 E Main St
State Center, IA 50247

Estimate

Date	Estimate #
9/23/2021	65

Name / Address
Marshalltown, IA WPCP 1001 Woodland St. Marshalltown, IA 50158

				Project
Item	Description	Qty	Rate	Total
Lamps	L-090761	265	218.77	57,974.05
Sleeves	Q-511876	265	83.89	22,230.85
Freight-I	shipping to be added		0.00	0.00
			Total	\$80,204.90

**RESOLUTION ACCEPTING THE SHELTER AT WEST END PARK TO
THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$54,821
FROM THE 13TH STREET ASSOCIATION**

WHEREAS, the City of Marshalltown, Iowa, requested bids for the improvements to West End Park; and

WHEREAS, the 13th Street Association agreed to partner with the City on the improvements at West End Park and fundraised monies to go toward the Park improvements; and

WHEREAS, the 13th Street Association raised enough money to purchase the shelter to be installed at West End Park.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: That the newly installed shelter, donated by the 13th Street Association be accepted, approved, and now owned and maintained by the City of Marshalltown.

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

Passed this 25th day of October 2021, and signed this ____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE GARLING CONSTRUCTION, INC VETERANS MEMORIAL
COLISEUM PROJECT, BEING PROJECT NO. BLD19001, WITH A FINAL PROJECT
COST IN THE AMOUNT OF \$3,871,150.51**

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

WHEREAS, said project has been completed by Garling Construction, Inc, pursuant to the plans and specifications all as is set forth in the Engineer's Statement of Completion covering said project.

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

Section 1. That the labor and material for the Veterans Memorial Coliseum Renovation, being project No. BLD19001, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Garling Construction, Inc., including the payment of the items called for in said contract and Statement of Completion.

Passed this 25th day of October 2021 and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE
S. 1ST STREET PARKING LOT STORMWATER IMPROVEMENTS
PROJECT #PLT19001 A DECREASE OF \$21,221.71**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc., for the services for the S. 1st St Parking Lot Stormwater Improvements Project #PLT19001; and

WHEREAS, a decrease is requested to complete the project.

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

Section 1. That the contract Change Order #4 for the S. 1st St. Parking Lot Stormwater Improvements Project, in the decreased amount of \$21,221.71 is hereby accepted and approved.

Passed this 25th day of October 2021, and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

CHANGE ORDER NO. 4

Owner:	City of Marshalltown	Owner's Project No.:	PLT19001
Engineer:	FOX Engineering	Engineer's Project No.:	7061-18A
Contractor:	Con-Struct, Inc.	Contractor's Project No.:	
Project:	S 1 st Street Parking Lot Stormwater Improvements		
Contract Name:	S 1 st Street Parking Lot Stormwater Improvements		
Date Issued:	9/21/2021	Effective Date of Change Order:	9/28/21

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

Description: This change order is to incorporate the work specified below in addition to the attached change order balance of quantities. Completion dates have been modified to reflect the work completed.

Item No. 1 – Installation of additional asphalt pavement patch adjacent to parking lot to correct highly damaged asphalt and to protect the parking lot. Add \$4,500.

Item No. 2 – Installation of a sign footing to support future central business district downtown entrance sign and alley railing footings. Add \$4,500.

Item No. 3 – Reimbursement for extra parking lot permeable pavers for future parking lot permeable paver surface maintenance by the City of Marshalltown. Add \$3,388.49

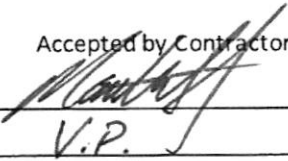
Item No. 4 – Repair of damaged retaining wall and install of owner supplied pavers. Add \$946.00.

Item No. 5 - Change the contract units for balance of quantities as included on the attached Change Order No.4 Balance of Quantities. Deduct \$34,556.20.

The net **deduct** for this change order is **\$21,221.71**.

Attachments: *Change Order No. 4 Balance of Quantities.*

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 961,594.50	Substantial Completion: 11/13/20
	Ready for final payment: 12/18/20
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 19,126.50	Substantial Completion: 262 Days
	Ready for final payment: 287 Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 981,721.00	Substantial Completion: 8/2/21
	Ready for final payment: 10/1/21
Decrease this Change Order:	Increase this Change Order:
\$ 21,221.71	Substantial Completion: 0 Days
	Ready for final payment: 0 Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 959,499.29	Substantial Completion: 8/2/21
	Ready for final payment: 10/1/21

	Recommended by Engineer (if required)	Accepted by Contractor
By:		
Title:	Project Manager	V.P.
Date:	9/21/2021	9/21/21
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

Change Order Balance of Quantities

For (Contract): S. 1st Street Parking Lot Stormwater Improvements						Change Order No.:	4 - Balance of Quantities			
Contractor Con-Struct, Inc.						Change Order Date:	9/21/2021			
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed	Change Oder Unit Quantity Adjustment	Change Order Contract Unit Bid Item Adjusted Amount	Change Order Contract Bid Item Adjusted Amount
		Bid Item Quantity	Units	Unit Price	Bid Value (\$)					
1.01	EXPLORATORY DIGGING & POTHOLING	10	HR	\$250.00	\$2,500.00	10	\$2,500.00	0	\$0.00	\$2,500.00
1.02	SIGNAGE	5	EA	\$325.00	\$1,625.00	5	\$1,625.00	0	\$0.00	\$1,625.00
1.03	SITE ELECTRICAL INSTALLATIONS AND LIGHTING	1	LS	\$122,000.00	\$122,000.00	1	\$122,000.00	0	\$0.00	\$122,000.00
1.04	REMOVE AND REINSTALL SIGN	2	EA	\$500.00	\$1,000.00	1.5	\$750.00	-0.5	-\$250.00	\$750.00
1.05	BOLLARDS	9	EA	\$800.00	\$7,200.00	6	\$4,800.00	-3	-\$2,400.00	\$4,800.00
2.01	TOPSOIL, OFF-SITE	245	CY	\$40.00	\$9,800.00	245	\$9,800.00	0	\$0.00	\$9,800.00
2.02	EXCAVATION, CLASS 10	797	CY	\$8.00	\$6,376.00	797	\$6,376.00	0	\$0.00	\$6,376.00
2.03	BELOW GRADE EXCAVATION (CORE OUT)	100	CY	\$20.00	\$2,000.00		\$0.00	-100	-\$2,000.00	\$0.00
2.04	SUBGRADE PREPARATION, 6-INCH	496	SY	\$2.00	\$992.00	496	\$992.00	0	\$0.00	\$992.00
2.05	SUBGRADE PREPARATION, 12-INCH	4,186	SY	\$4.00	\$16,744.00	4186	\$16,744.00	0	\$0.00	\$16,744.00
2.06	SUBGRADE TREATMENT, CONTINGENCY	4,162	SY	\$5.00	\$20,810.00		\$0.00	-4162	-\$20,810.00	\$0.00
2.07	SUBBASE, MODIFIED, 4-INCH	500	SY	\$5.00	\$2,500.00	500	\$2,500.00	0	\$0.00	\$2,500.00
2.08	COMPACTION TESTING	1	LS	\$4,000.00	\$4,000.00	1	\$4,000.00	0	\$0.00	\$4,000.00
2.09	GEOGRID	3,200	SY	\$3.00	\$9,600.00	3674	\$11,022.00	474	\$1,422.00	\$11,022.00
3.01	TRENCH FOUNDATION	50	TON	\$20.00	\$1,000.00		\$0.00	-50	-\$1,000.00	\$0.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL, TRENCH	50	CY	\$35.00	\$1,750.00	225	\$7,875.00	175	\$6,125.00	\$7,875.00
3.03	TRENCH COMPACTION TESTING	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$0.00	\$5,000.00
4.01	STORM SEWER, TRENCHED, RCP, 12-INCH	24	LF	\$60.00	\$1,440.00	24	\$1,440.00	0	\$0.00	\$1,440.00
4.02	STORM SEWER, TRENCHED, RCP, 15-INCH	211	LF	\$60.00	\$12,660.00	206	\$12,360.00	-5	-\$300.00	\$12,360.00
4.03	STORM SEWER, TRENCHED, RCP, 18-INCH	204	LF	\$65.00	\$13,260.00	204	\$13,260.00	0	\$0.00	\$13,260.00
4.04	STORM SEWER, TRENCHED, RCP, 21-INCH	267	LF	\$83.00	\$22,161.00	267	\$22,161.00	0	\$0.00	\$22,161.00
4.05	ROOF DRAIN CONNECTION, 6-INCH, PVC	72	LF	\$75.00	\$5,400.00	47	\$3,525.00	-25	-\$1,875.00	\$3,525.00
5.01	RELOCATE WATER MAIN, TRENCHED, RESTRAINED JOINT CLASS 350	2	EA	\$5,500.00	\$11,000.00		\$0.00	-2	-\$11,000.00	\$0.00
6.01	STORM SEWER MANHOLE, SW-401, 48-INCH	8	EA	\$5,000.00	\$40,000.00	6	\$30,000.00	-2	-\$10,000.00	\$30,000.00
6.02	STORM SEWER INTAKE, SW-502, 48-INCH	3	EA	\$4,000.00	\$12,000.00	3	\$12,000.00	0	\$0.00	\$12,000.00
6.03	STORM SEWER INTAKE, SW-506	1	EA	\$6,600.00	\$6,600.00	1	\$6,600.00	0	\$0.00	\$6,600.00
6.04	STORM SEWER INTAKE, SW-511	1	EA	\$4,500.00	\$4,500.00	1	\$4,500.00	0	\$0.00	\$4,500.00
6.05	TRENCH DRAIN, 8-INCH	38	LF	\$250.00	\$9,500.00	30	\$7,500.00	-8	-\$2,000.00	\$7,500.00
7.01	PCC PAVEMENT, 7.0-INCH	1,013	SY	\$47.00	\$47,611.00	1094.5	\$51,441.50	81.5	\$3,830.50	\$51,441.50
7.02	PCC PAVEMENT, 8.0-INCH	1,134	SY	\$55.00	\$62,370.00	1173.5	\$64,542.50	39.5	\$2,172.50	\$64,542.50
7.03	PCC 6-INCH CURB AND GUTTER, 2.0 FT SECTION	1,181	LF	\$30.00	\$35,430.00	1244.1	\$37,323.00	63.1	\$1,893.00	\$37,323.00
7.04	PCC 6-INCH CURB AND GUTTER, 2.5 FT SECTION	203	LF	\$32.00	\$6,496.00	143	\$4,576.00	-60	-\$1,920.00	\$4,576.00
7.05	BEAM CURB	29	LF	\$100.00	\$2,900.00		\$0.00	-29	-\$2,900.00	\$0.00
7.06	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00	0	\$0.00	\$2,500.00
7.07	REMOVAL OF DRIVEWAY	20	SY	\$10.00	\$200.00	20	\$200.00	0	\$0.00	\$200.00
7.08	REMOVAL AND DISPOSAL OF SIDEWALK	355	SY	\$10.00	\$3,550.00	355	\$3,550.00	0	\$0.00	\$3,550.00
7.09	5-INCH PCC SIDEWALK	485	SY	\$60.00	\$29,100.00	496.5	\$29,790.00	11.5	\$690.00	\$29,790.00
7.10	BRICK/PAVER SIDEWALK WITH PAVEMENT BASE	20	SY	\$230.00	\$4,600.00		\$0.00	-20	-\$4,600.00	\$0.00
7.11	DETECTABLE WARNING PANEL	16	SF	\$45.00	\$720.00	48	\$2,160.00	32	\$1,440.00	\$2,160.00
7.12	DRIVEWAY, PAVED	20	SY	\$60.00	\$1,200.00	20	\$1,200.00	0	\$0.00	\$1,200.00
7.13	PCC FULL DEPTH PATCH	520	SY	\$100.00	\$52,000.00	509.1	\$50,910.00	-10.9	-\$1,090.00	\$50,910.00
7.14	SUBBASE OVER-EXCAVATION	25	TON	\$25.00	\$625.00		\$0.00	-25	-\$625.00	\$0.00
7.15	REMOVAL AND DISPOSITION OF PAVEMENT	4,545	SY	\$6.00	\$27,270.00	4525	\$27,150.00	-20	-\$120.00	\$27,150.00
7.16	CURB AND GUTTER REMOVAL AND DISPOSAL	186	LF	\$5.00	\$930.00	169	\$845.00	-17	-\$85.00	\$845.00
7.17	ENGINEERING FABRIC	3,200	SY	\$2.00	\$6,400.00	3674	\$7,348.00	474	\$948.00	\$7,348.00
7.18	UNDERDRAIN, TYPE 1, 6-INCH	754	LF	\$40.00	\$30,160.00	665	\$26,600.00	-89	-\$3,560.00	\$26,600.00
7.19	STORAGE AGGREGATE, 3/4-INCH	2,375	TON	\$25.00	\$59,375.00	1708.44	\$42,711.00	-666.56	-\$16,664.00	\$42,711.00
7.20	FILTER AGGREGATE	250	TON	\$30.00	\$7,500.00	382.11	\$11,463.30	132.11	\$3,963.30	\$11,463.30
7.21	PERMEABLE INTERLOCKING PAVERS	1,130	SY	\$47.25	\$53,392.50	1084	\$51,219.00	-46	-\$2,173.50	\$51,219.00
8.01	TEMPORARY TRAFFIC CONTROL & STAGING	1	LS	\$15,000.00	\$15,000.00	1	\$15,000.00	0	\$0.00	\$15,000.00
8.02	PAINTED PAVEMENT MARKINGS	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00	0	\$0.00	\$2,000.00
9.01	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	0.8	SQ	\$2,625.00	\$2,100.00	0.8	\$2,100.00	0	\$0.00	\$2,100.00
9.02	PLANTS WITH WARRANTY	1	LS	\$14,175.00	\$14,175.00	1	\$14,175.00	0	\$0.00	\$14,175.00
9.03	FILTER SOCK, 9-INCH	1680	LF	\$1.50	\$2,520.00		\$0.00	-1680	-\$2,520.00	\$0.00
9.04	FILTER SOCK, REMOVAL	1680	LF	\$0.30	\$504.00		\$0.00	-1680	-\$504.00	\$0.00
9.05	STABILIZED CONSTRUCTION ENTRANCE, 3-INCH	55	TON	\$50.00	\$2,750.00	33.5	\$1,675.00	-21.5	-\$1,075.00	\$1,675.00
9.06	MODULAR BLOCK RETAINING WALL	1120	SF	\$21.50	\$24,080.00	1185	\$25,477.50	65	\$1,397.50	\$25,477.50
9.07	10 MIL PLASTIC SHEETING BARRIER	242	SY	\$4.00	\$968.00	242	\$968.00	0	\$0.00	\$968.00
9.08	STORAGE ROCK BAFFLES	250	LF	\$25.00	\$6,250.00	250	\$6,250.00	0	\$0.00	\$6,250.00
9.09	SYNTHETIC MULCH	75	CY	\$420.00	\$31,500.00	75	\$31,500.00	0	\$0.00	\$31,500.00
9.10	DUMPSTER ENCLOSURE	1	LS	\$31,000.00	\$31,000.00	1	\$31,000.00	0	\$0.00	\$31,000.00
11.01	MOBILIZATION	1	LS	\$40,000.00	\$40,000.00	1	\$40,000.00	0	\$0.00	\$40,000.00
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00	0	\$0.00	\$1,000.00

Change Order Balance of Quantities

For (Contract):		S. 1st Street Parking Lot Stormwater Improvements				Change Order No.:		4 - Balance of Quantities		
Contractor		Con-Street, Inc.				Change Order Date:		9/21/2021		
Bid Item No.	Item	Contract Information				Estimated Quantity Installed	Value of Work Installed	Change Order Unit Quantity Adjustment	Change Order Contract Unit Bid Item Adjusted Amount	Change Order Contract Bid Item Adjusted Amount
		Bid Item Quantity	Units	Unit Price	Bid Value (\$)					
CHANGE ORDER NO. 1										
6.01	STORM SEWER MANHOLE, SW-401, 48-INCH (Deducted Above)	-2	EA	\$5,000.00	-\$10,000.00	0	\$0.00	2	\$10,000.00	\$0.00
6.02	STORM SEWER INTAKE, SW-502, 48-INCH	1	EA	\$4,000.00	\$4,000.00	1	\$4,000.00	0	\$0.00	\$4,000.00
6.06	STORM SEWER INTAKE, SW-501, 48-INCH	3	EA	\$4,000.00	\$12,000.00	3	\$12,000.00	0	\$0.00	\$12,000.00
6.07	OBSERVATION WELL	-4	EA	\$500.00	-\$2,000.00	-4	-\$2,000.00	0	\$0.00	-\$2,000.00
7.21	PERMEABLE INTERLOCKING PAVERS (Deducted Above)	-28	SY	\$47.25	-\$1,323.00	0	\$0.00	28	\$1,323.00	\$0.00
CHANGE ORDER NO. 2										
4.02	STORM SEWER, TRENCHED, RCP, 15-INCH (Deducted Above)	26	LF	\$60.00	\$1,560.00	0	\$0.00	-26	-\$1,560.00	\$0.00
6.06	STORM SEWER INTAKE, SW-501	2	EA	\$4,000.00	\$8,000.00	2	\$8,000.00	0	\$0.00	\$8,000.00
6.07	OBSERVATION WELLS	-2	EA	\$500.00	-\$1,000.00	-2	-\$1,000.00	0	\$0.00	-\$1,000.00
6.08	CORE DRILL EXISTING STRUCTURE	2	EA	\$2,000.00	\$4,000.00	2	\$4,000.00	0	\$0.00	\$4,000.00
7.09	5-INCH PCC SIDEWALK	31	SY	\$60.00	\$1,860.00	31	\$1,860.00	0	\$0.00	\$1,860.00
7.10	BRICK/PAVER SIDEWALK WITH PAVEMENT BASE (Deducted Above)	-20	SY	\$230.00	-\$4,600.00	0	\$0.00	20	\$4,600.00	\$0.00
7.18	UNDERDRAIN, TYPE 1, 6-INCH (Deducted Above)	-24	LF	\$40.00	-\$960.00	0	\$0.00	24	\$960.00	\$0.00
7.21	PERMEABLE INTERLOCKING PAVERS (Deducted Above)	-18	SY	\$47.25	-\$850.50	0	\$0.00	18	\$850.50	\$0.00
11.03	STAIRS WITH HANDRAILS	1	EA	\$9,500.00	\$9,500.00	1	\$9,500.00	0	\$0.00	\$9,500.00
CHANGE ORDER NO. 3										
4.02	STORM SEWER, TRENCHED, RCP, 15-INCH (Deducted Above)	-31	LF	\$60.00	-\$1,860.00	0	\$0.00	31	\$1,860.00	\$0.00
4.05	ROOF DRAIN CONNECTION, 6-INCH, PVC (Deducted Above)	-40	LF	\$75.00	-\$3,000.00	0	\$0.00	40	\$3,000.00	\$0.00
4.06	SUBDRAIN, 4-INCH	190	LF	\$15.00	\$2,850.00	190	\$2,850.00	0	\$0.00	\$2,850.00
6.01	STORM SEWER MANHOLE, SW-401, 48-INCH	1	EA	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$0.00	\$5,000.00
11.04	MANHOLE CONCRETE/CUTTING	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00	0	\$0.00	\$2,000.00
9.11	DUMPSTER ENCLOSURE GATE	1	LS	\$2,750.00	\$2,750.00	1	\$2,750.00	0	\$0.00	\$2,750.00
1.03	SITE ELECTRICAL INSTALLATIONS AND LIGHTING	1	LS	\$1,200.00	\$1,200.00	1	\$1,200.00	0	\$0.00	\$1,200.00
2.06	SUBGRADE TREATMENT, CONTINGENCY (Deducted Above)	-2000	SY	\$5.00	-\$10,000.00	0	\$0.00	2000	\$10,000.00	\$0.00
CHANGE ORDER NO. 4										
CO4.1	HMA PAVEMENT PATCH	1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00	0	\$0.00	\$4,500.00
CO4.2	DOWNTOWN ENTRANCE SIGN BASE	1	LS	\$4,500.00	\$4,500.00	1	\$4,500.00	0	\$0.00	\$4,500.00
CO4.3	EXTRA PERMEABLE INTERLOCKING PAVERS	1	LS	\$3,388.49	\$3,388.49	1	\$3,388.49	0	\$0.00	\$3,388.49
CO4.4	DAMAGED RETAINING WALL REPAIR	1	LS	\$946.00	\$946.00	1	\$946.00	0	\$0.00	\$946.00
CO4.5	CHANGE ORDER FOR BALANCE OF QUANTITIES	1	LS	-\$34,556.20	-\$34,556.20			-1	\$34,556.20	\$0.00
TOTALS WITH CHANGE ORDERS							\$959,499.29		\$0.00	\$959,499.29

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR
THE EAST MERLE HIBBS BOULEVARD EAST EXTENSION PROJECT
#ECO19001 A DECREASE OF \$144,314.31**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Wenthold Excavating LLC, for the services for the East Merle Hibbs Boulevard East Extension Project #ECO19001; and

WHEREAS, a decrease is requested to complete the project.

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

Section 1. That the contract Change Order #5 for the East Merle Hibbs Boulevard East Extension Project, in the decreased amount of \$144,314.31 is hereby accepted and approved.

Passed this 25th day of October 2021, and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

CHANGE ORDER NO.: 5 (FINAL)

Owner:	City of Marshalltown	Owner's Project No.:	ECO19001
Engineer:	McClure Engineering Company	Engineer's Project No.:	
Contractor:	Wenthold Excavating LLC	Contractor's Project No.:	
Project:	E. Merle Hibbs Boulevard East Extension		
Contract Name:	E. Merle Hibbs Boulevard East Extension		
Date Issued:	October 18, 2021	Effective Date of Change Order:	October 25, 2021

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

Description: **Change to reconcile final as constructed quantities.**

Attachments:

See attached change order summary.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>2,553,470.75</u>	Original Contract Times: Milestone 1 Completion: <u>May 31, 2021</u> Substantial Completion: <u>September 30, 2021</u> Ready for final payment: <u>November 30th, 2021</u>
[Decrease] from previously approved Change Orders No. 1 to No. 3 \$ <u>34,562.31</u>	[Increase] from previously approved Change Orders No. 1 to No. 3: Milestone 1 Completion: <u>July 26, 2021</u> Substantial Completion: <u>No Change</u> Ready for final payment: <u>No Change</u>
Contract Price prior to this Change Order: \$ <u>2,518,908.44</u>	Contract Times prior to this Change Order: Milestone 1 Completion: <u>July 26, 2021</u> Substantial Completion: <u>September 30, 2021</u> Ready for final payment: <u>November 30th, 2021</u>
[Decrease] this Change Order: \$ <u>144,314.31</u>	[Increase] [Decrease] this Change Order: Milestone 1 Completion: <u>No Change</u> Substantial Completion: <u>No Change</u> Ready for final payment: <u>No Change</u>
Contract Price incorporating this Change Order: \$ <u>2,374,594.13</u>	Contract Times with all approved Change Orders: Milestone 1 Completion: <u>July 26, 2021</u> Substantial Completion: <u>September 30, 2021</u> Ready for final payment: <u>November 30th, 2021</u>
Recommended by Engineer	Accepted by Contractor
By: _____	_____
Title: <u>Civil Engineer II</u>	_____
Date: <u>October 18, 2021</u>	_____
Authorized by Owner	
By: _____	
Title: <u>Mayor</u>	
Date: <u>October 25, 2021</u>	

Change Order Summary
Change Order Number 5 (FINAL)
October 23, 2021

ECO19001 - East Merle-Hibbs Street Extension

Item Number	Description	Bid Quantity	Unit	Unit Price	Bid Total	Installed Quantity	Installed Total	Change Order Total
Division 2 - Earthwork								
2.01	Clearing and Grubbing	10.20	AC	4,500.00	45,900.00	10.20	45,900.00	\$ -
2.02	Topsoil, On-Site	10,518.00	CY	3.80	39,968.40	10,518.00	39,968.40	\$ -
2.03	Excavation, Class 10	100,094.00	CY	1.90	190,178.60	100,094.00	190,178.60	\$ -
2.04	Subgrade Preparation, 12 in.	7,184.00	SY	2.25	16,164.00	7,184.00	16,164.00	\$ -
2.05	Subgrade Treatment, Geogrid	7,184.00	SY	2.50	17,960.00	7,184.00	17,960.00	\$ -
2.06	Compaction Testing	1.00	LS	3,500.00	3,500.00	1.00	3,500.00	\$ -
Division 3 - Trench Excavation & Backfill								
2.07	Trench Foundation	500.00	TON	34.00	17,000.00	70.00	2,380.00	\$ (14,620.00)
4.01	Trench Compaction Testing	1.00	LS	8,300.00	8,300.00	1.00	8,300.00	\$ -
Division 4 - Sewer and Drains								
4.01	Sanitary Sewer Gravity Main, Trenched,	1,447.00	LF	39.90	57,735.30	1,448.50	57,795.15	\$ 59.85
4.02	Sanitary Sewer Gravity Main, Trenched,	476.00	LF	135.45	64,474.20	481.00	65,151.45	\$ 677.25
4.03	Removal of Sanitary Sewer, RCP, 15"	475.00	LF	29.50	14,012.50	481.00	14,189.50	\$ 177.00
4.04	Storm Sewer, Trenched, PVC, C900, 16"	182.00	LF	52.50	9,555.00	-	-	\$ (9,555.00)
4.05	Storm Sewer, Trenched, RCP, Class III, 15"	442.00	LF	56.70	25,061.40	596.00	33,793.20	\$ 8,731.80
4.06	Storm Sewer, Trenched, RCP, Class III, 18"	570.00	LF	57.75	32,917.50	541.00	31,242.75	\$ (1,674.75)
4.07	Storm Sewer, Trenched, RCP, Class III, 30"	398.00	LF	78.75	31,342.50	392.00	30,870.00	\$ (472.50)
4.08	Storm Sewer, Trenched, RCP, Class III, 36"	139.00	LF	115.50	16,054.50	68.00	7,854.00	\$ (8,200.50)
4.09	Pipe Apron, RCP, 36"	1.00	EA	1,732.50	1,732.50	1.00	1,732.50	\$ -
4.10	Footing for Concrete Pipe Apron, RCP, 36"	1.00	EA	735.00	735.00	1.00	735.00	\$ -
4.11	Pipe Apron Guard, 36"	1.00	EA	1,323.00	1,323.00	1.00	1,323.00	\$ -
4.12	Subdrain, PVC, 6"	3,450.00	LF	12.00	41,400.00	3,150.00	37,800.00	\$ (3,600.00)
4.13	Subdrain Cleanout, Type A-1	4.00	EA	420.00	1,680.00	4.00	1,680.00	\$ -
4.14	Subdrain Outlets and Connections, CMP, 8"	10.00	EA	325.00	3,250.00	10.00	3,250.00	\$ -
4.15	Field Tile Repair, Unspecified Dia.	200.00	LF	19.00	3,800.00	-	-	\$ (3,800.00)
4.16	Sanitary Sewer Gravity Main, Trenched,	20.00	LF	236.25	4,725.00	-	-	\$ (4,725.00)
Division 5 - Water Mains & Appurtenances								
5.01	Water Main, Trenched, PVC, C900, 8"	86.00	LF	51.45	4,424.70	86.00	4,424.70	\$ -
5.02	Water Main, Trenched, PVC, C900, 12"	60.00	LF	84.00	5,040.00	60.00	5,040.00	\$ -
5.03	Fitting, 90 Degree MJ Bend, 8"	1.00	EA	388.50	388.50	1.00	388.50	\$ -
5.04	Fitting, 22.5 Degree MJ Bend, 8"	1.00	EA	362.25	362.25	1.00	362.25	\$ -
5.05	Fitting, 11.25 Degree MJ Bend, 8"	1.00	EA	357.00	357.00	0.00	-	\$ (357.00)
5.06	Fitting, MJ Tee, 12"	1.00	EA	362.25	362.25	1.00	362.25	\$ -
5.07	Fitting, MJ Reducer, 12" to 8"	1.00	AC	430.50	430.50	1.00	430.50	\$ -
5.08	Fitting, MJ Plug, 12"	1.00	EA	336.00	336.00	1.00	336.00	\$ -
5.09	Flushing Device (Blowoff), 2"	1.00	EA	1,664.25	1,664.25	-	-	\$ (1,664.25)
Division 6 - Structures for Sanitary and Storm Sewers								
6.01	Manhole Type SW-301, 48"	8.00	EA	5,145.00	41,160.00	6.00	30,870.00	\$ (10,290.00)
6.02	Manhole Type SW-303, 48"	2.00	EA	4,000.00	8,000.00	2.00	8,000.00	\$ -
6.03	Manhole Type SW-401, 60"	2.00	EA	7,612.50	15,225.00	2.00	15,225.00	\$ -
6.04	Intake Type SW-501	1.00	EA	2,730.00	2,730.00	1.00	2,730.00	\$ -
6.05	Intake Type SW-503	1.00	EA	4,515.00	4,515.00	1.00	4,515.00	\$ -
6.06	Intake Type SW-505	4.00	EA	4,357.50	17,430.00	4.00	17,430.00	\$ -
6.07	Intake Type SW-506	4.00	EA	8,032.50	32,130.00	4.00	32,130.00	\$ -
6.08	Drop Connection	1.00	EA	5,985.00	5,985.00	1.00	5,985.00	\$ -
6.09	Intake Adjustment, Major	1.00	EA	2,500.00	2,500.00	1.00	2,500.00	\$ -
6.10	Connection to Existing Intake	1.00	EA	1,600.00	1,600.00	1.00	1,600.00	\$ -
6.11	Remove Manhole	3.00	EA	525.00	1,575.00	3.00	1,575.00	\$ -
Division 7 - Streets and Related Work								
7.01	PCC Pavement Samples and Testing, Bid	1.00	LS	2,500.00	2,500.00	1.00	2,500.00	\$ -
7.02	Removal of Sidewalk, Shared Use Path, or	463.90	SY	10.00	4,639.00	463.90	4,639.00	\$ -
7.03	Shared Use Path, PCC, 5"	1,374.20	SY	42.10	57,853.82	1,471.00	61,929.10	\$ 4,075.28
7.04	Special Subgrade Preparation for Shared	1,924.00	SY	5.00	9,620.00	2,060.00	10,300.00	\$ 680.00
7.05	Sidewalk, PCC, 4"	639.90	SY	43.00	27,515.70	676.00	29,068.00	\$ 1,552.30
7.06	Sidewalk, PCC, 6"	54.50	SY	100.00	5,450.00	12.30	1,230.00	\$ (4,220.00)
7.07	Detectable Warning	90.00	SF	49.50	4,455.00	20.00	990.00	\$ (3,465.00)
7.08	Driveway, Paved, PCC, 8"	308.00	SY	67.45	20,774.60	-	-	\$ (20,774.60)
7.09	Pavement Removal	1,634.00	SY	10.00	16,340.00	1,634.00	16,340.00	\$ -
7.10	Curb and Gutter Removal	617.30	LF	15.00	9,259.50	617.30	9,259.50	\$ -
Division 8 - Traffic Control								
8.01	Painted Pavement Markings,	32.98	STA	55.00	1,813.90	32.98	1,813.90	\$ -
8.02	Painted Symbols and Legends	8.00	EA	49.50	396.00	4.00	198.00	\$ (198.00)
8.03	Temporary Traffic Control	1.00	LS	5,000.00	5,000.00	1.00	5,000.00	\$ -
8.04	Posts For Signs, Steel	26.00	LF	15.40	400.40	26.00	400.40	\$ -
8.05	Type "A" Signs	11.30	SF	27.50	310.75	11.30	310.75	\$ -
8.06	Permanent Road Closure	1.00	EA	660.00	660.00	1.00	660.00	\$ -

Change Order Summary
Change Order Number 5 (FINAL)
October 23, 2021

ECO19001 - East Merle-Hibbs Street Extension

Item Number	Description	Bid Quantity	Unit	Unit Price	Bid Total	Installed Quantity	Installed Total	Change Order Total
8.07	Joint Utility Trench	0.00	LF	52.00	-	-	-	\$ -
8.08	Precast Concrete Handhole, Type I	0.00	EA	1,925.00	-	-	-	\$ -
8.09	Precast Concrete Composite Handhole,	0.00	EA	3,245.00	-	-	-	\$ -
Division 9 - Site Work & Landscaping								
9.01	Conventional seeding, seeding, fertilizing,	8.50	AC	825.00	7,012.50	13.80	11,385.00	\$ 4,372.50
9.02	Hydraulic Seeding, Seeding, Fertilizing, and	1.00	AC	3,245.00	3,245.00	0.75	2,433.75	\$ (811.25)
9.03	Hydraulic Seeding, Seeding, Fertilizing, and	7.50	AC	2,365.00	17,737.50	7.40	17,501.00	\$ (236.50)
9.04	Watering	2,077.00	MGAL	44.00	91,388.00	156.00	6,864.00	\$ (84,524.00)
9.05	Warranty	1.00	LS	2,200.00	2,200.00	1.00	2,200.00	\$ -
9.06	SWPPP Preparation	1.00	LS	1,100.00	1,100.00	1.00	1,100.00	\$ -
9.07	SWPPP Management	1.00	LS	3,850.00	3,850.00	1.00	3,850.00	\$ -
9.08	Filter Sock Installation	2,500.00	LF	2.20	5,500.00	2,858.00	6,287.60	\$ 787.60
9.09	Filter Sock, Removal	2,500.00	LF	0.30	750.00	2,858.00	857.40	\$ 107.40
9.10	Silt Fence or Silt Fence Ditch Check	4,185.00	LF	1.55	6,486.75	4,185.00	6,486.75	\$ -
9.11	Silt Fence or Silt Fence Ditch Check,	2,214.00	LF	0.10	221.40	50.00	5.00	\$ (216.40)
9.12	Silt Fence or Silt Fence Ditch Check,	4,185.00	LF	0.10	418.50	4,185.00	418.50	\$ -
9.13	Erosion Control Mulching, Conventional	15.30	AC	552.75	8,457.08	13.80	7,627.95	\$ (829.13)
9.14	Inlet Protection Device, Installation	12.00	EA	181.50	2,178.00	12.00	2,178.00	\$ -
9.15	Inlet Protection Device, Maintenance	12.00	EA	27.50	330.00	12.00	330.00	\$ -
Division 11 - Miscellaneous								
11.01	Mobilization	1.00	LS	83,500.00	83,500.00	1.00	83,500.00	\$ -
11.02	Concrete Washout	1.00	LS	2,500.00	2,500.00	1.00	2,500.00	\$ -
Culvert Bid Items (Iowa DOT Specifications)								
12.01	Special Backfill	589.00	CY	63.00	37,107.00	589.00	37,107.00	\$ -
12.02	Excavation, Class 20	6,155.00	CY	9.45	58,164.75	6,155.00	58,164.75	\$ -
12.03	Structural Concrete (RCB Culvert)	977.40	CY	446.25	436,164.75	977.40	436,164.75	\$ -
12.04	Reinforcing Steel	123,708.00	LB	1.20	148,449.60	123,708.00	148,449.60	\$ -
12.05	Engineering Fabric	468.80	SY	3.15	1,476.72	468.80	1,476.72	\$ -
12.06	Revetment, Class E	418.54	TON	47.25	19,776.02	474.94	22,440.92	\$ 2,664.90
Bid Alternate #1								
2.07.BA1	Subbase, Modified Subbase, 18"	7,184.00	SY	26.00	186,784.00	7,184.00	186,784.00	\$ -
7.11.BA1	Curb and Gutter, 2.5', 7"	2,602.00	LF	27.50	71,555.00	2,613.00	71,857.50	\$ 302.50
7.12.BA1	PCC Pavement Samples and Testing, Bid	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	\$ -
7.13.BA.1	Pavement, HMA, Base Coarse, PG 58-28S,	6,034.00	SY	18.65	112,534.10	6,041.00	112,664.65	\$ 130.55
7.14.BA.1	Pavement, HMA, Intermediate Coarse, PG	6,034.00	SY	8.00	48,272.00	6,041.00	48,328.00	\$ 56.00
7.15.BA.1	Pavement, HMA, Surface Coarse, PG 58-	6,034.00	SY	8.00	48,272.00	6,041.00	48,328.00	\$ 56.00
7.16.BA1	HMA Pavement Samples and Testing	1.00	LS	5,000.00	5,000.00	1.00	5,000.00	\$ -
Bid Alternate #3								
5.02.BA3	Water Main, Trenched, PVC, C900, 12"	1,287.00	LF	50.00	64,350.00	1,247.00	62,350.00	\$ (2,000.00)
5.06.BA3	Fitting, MJ Tee, 12"	1.00	EA	866.25	866.25	1.00	866.25	\$ -
5.08.BA3	Fitting, MJ Plug, 12"	2.00	EA	330.75	661.50	2.00	661.50	\$ -
5.1	Fitting, 22.5 Degree MJ Bend, 8"	2.00	EA	572.25	1,144.50	2.00	1,144.50	\$ -
5.11	Valve, Butterfly, 12"	4.00	EA	2,520.00	10,080.00	4.00	10,080.00	\$ -
5.12	Fire Hydrant Assembly	3.00	EA	7,140.00	21,420.00	3.00	21,420.00	\$ -
Original Contract Totals					\$2,472,426.44		\$ 2,320,623.49	\$ (151,802.95)
Change Orders								
CO-1-1	TX160 HEAVY DUTY GEOGRID	900.00	SY	\$ 9.60	8,640.00	900.00	8,640.00	\$ -
CO-1-2	ENGINEERING FABRIC	900.00	SY	\$ 3.15	2,835.00	900.00	2,835.00	\$ -
CO-1-3	GRANULAR BACKFILL	300.00	CY	\$ 63.00	18,900.00	300.00	18,900.00	\$ -
CO-1-4	EXCAVATION	300.00	CY	\$ (9.45)	(2,835.00)	300.00	(2,835.00)	\$ -
CO-2-1	Change in Height on S-19 Structure from	1.00	EA	\$(11,025.00)	(11,025.00)	1.00	(11,025.00)	\$ -
CO-3-1	Subbase for Recreational Trail and	656.00	TON	\$ 32.00	20,992.00	890.02	28,480.64	\$ 7,488.64
CO-3-2	2" Innerduct Materials Restocking	1.00	LS	\$ 750.00	750.00	1.00	750.00	\$ -
CO-3-3	Add in 6" Innerduct Previously Removed	1.00	LS	\$ 8,225.00	8,225.00	1.00	8,225.00	\$ -
Change Order Totals					\$ 46,482.00		\$ 53,970.64	\$ 7,488.64
Original Contract and Change Orders								
Project Totals					\$2,518,908.44		\$ 2,374,594.13	\$ (144,314.31)

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #7 FOR THE 2017
MANHOLE AND POINT REPAIR PROJECT #59016002 A DECREASE OF \$105,339.72**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc., for the services for the 2017 Manhole and Point Repair Project #59016002; and

WHEREAS, a decrease is requested to complete the project.

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

Section 1. That the contract Change Order #7 for the 2017 Manhole and Point Repair Project, in the decreased amount of \$105,339.72 is hereby accepted and approved.

Passed this 25th day of October 2021, and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Change Order No. 7

Project: 2017 Manhole and Point Repair Project	Date of Contract: 5/13/2019
Owner: City of Marshalltown	Owner's Contract No.: 59016002
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 2407-15A
Contractor: Con-Struct Inc.	Date of Issuance: 9/02/2021

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

DESCRIPTIONS:

Item 1 Bid Alternate No. 1 mobilization for the following bid alternate site items:

- a. Point Repair No. 3
- b. Point Repair No. 14
- c. Point Repair No. 19
- d. Point Repair No. 20
- e. Point Repair No. 38
- f. Point Repair No. 42
- g. Point Repair No. 52
- h. Point Repair No. 59
- i. Point Repair No. 60
- j. Added manhole J07-032T
- k. Added manhole K04-004

This mobilization for the bid alternate includes a lump sum add of \$15,000 based on the price provided during the project bid.

Item 2 Manhole J05-036 replacement required additional storm sewer removal and replacement as follows:

- a. Removal of 57 LF of storm sewer at a cost of \$30/LF. Add of \$1,710.
- b. Removal of 2 EA storm sewer structures at a cost of \$800/EA. Add of \$1,600.
- c. Connection to 4 EA existing storm sewer at a cost of \$500/EA. Add of \$2,000.
- d. Installation of 61 LF of 12-inch storm sewer at a cost of \$75/LF. Add of \$4,575.
- e. Installation of 1 EA of SW-501 storm sewer structure at a cost of \$4,000/EA. Add of \$4,000.
- f. Installation of 1 EA of SW-505 storm sewer structure at a cost of \$5,000/EA. Add of \$5,000.

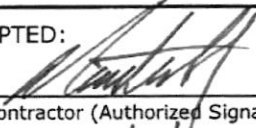
Item 3 Manhole J05-036 replacement required that the size of the sanitary sewer manhole be increase from a 48-inch manhole to a 60-inch manhole for a total lump sum cost of \$3,000.

Item 4 Manhole J07-032T required that the existing 36-inch storm sewer be patched with an internal short liner with a length of 3 LF and a cost of \$1,600/LF. Add of \$4,800.

Item 5 Asphalt pavement for manhole number J07-032T included 275 SY of asphalt pavement in two lifts at a cost of \$55/SY. Add of \$15,125.

Item 6 Change the contract units for balance of quantities as included on the attached Change Order Balance of Quantities Document. Deduct \$162,149.72

Attachments: Change Order No. 7 Balance of Quantities

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract	☐ Working ☒ Calendar
\$3,848,272.45		Substantial completion:	June 26, 2020
☒ Increase ☐ Decrease from previously approved Change Orders:		Ready for final payment:	July 31, 2020
\$88,560.90		☒ Increase ☐ Decrease from previously approved Change Orders:	
Contract Price prior to this Change Order:		Substantial completion (days):	239
\$3,936,833.35		Ready for final payment (days):	239
☐ Increase ☒ Decrease of this Change Order:		Contract Times prior to this Change Order:	
\$105,339.72		Substantial completion:	6/1/2021
Contract Price incorporating this Change Order:		Ready for final payment:	7/6/2021
\$3,831,493.63		☒ Increase ☐ Decrease of this Change Order:	
		Substantial completion (days):	38
		Ready for final payment (days):	58
		Contract Times with all approved Change Orders:	
		Substantial completion:	7/9/2021
		Ready for final payment:	9/02/2021
RECOMMENDED:		ACCEPTED:	
By: 	By: _____	By: 	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Date: 9/3/2021	Date: _____	Date: 9/7/21	

For (Contract):		2017 Manhole and Point Repair Project		Change Order No.:		7 - Balance of Quantities				
Contractor		Con-Struct, Inc.		Change Order Date:		9/2/2021				
Bid Item No.	Item	Bid Item Quantity	Units	Unit Price	Bid Value (\$)	Estimated Quantity Installed	Value of Work Installed	Change Order Unit Quantity Adjustment	Change Order Contract Unit Bid Item Adjusted Amount	Change Order Contract Bid Item Adjusted Amount
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS										
1.01	MOBILIZATION	1	LS	\$300,000.00	\$300,000.00	1	\$300,000.00	0	\$0.00	\$0.00
1.02	TRAFFIC CONTROL & STAGING	1	LS	\$180,000.00	\$180,000.00	1	\$180,000.00	0	\$0.00	\$300,000.00
1.03	EXPLORATORY DIGGING AND UTILITY POT-HOLING	40	HR	\$550.00	\$22,000.00	13	\$7,150.00	-27	-\$14,850.00	\$7,150.00
1.04	UTILITY CROSSING	10	EA	\$3,200.00	\$32,000.00	2	\$6,400.00	-8	-\$26,600.00	\$6,400.00
1.05	DEWATERING	1	LS	\$50,000.00	\$50,000.00	1	\$50,000.00	0	\$0.00	\$50,000.00
1.06	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LS	\$20,000.00	\$20,000.00	1	\$20,000.00	0	\$0.00	\$20,000.00
1.07	BYPASS PUMPING	1	LS	\$50,000.00	\$50,000.00	1	\$50,000.00	0	\$0.00	\$50,000.00
DIVISION 2 - EARTHWORK										
2.01	CLEARING AND GRUBBING, TREE REMOVAL, TREE TRIMMING	1	LS	\$30,000.00	\$30,000.00	1	\$30,000.00	0	\$0.00	\$30,000.00
2.02	EARTHWORK, ROADWAY EXCAVATION	2,059	CY	\$30.00	\$61,770.00	2853	\$85,590.00	794	\$23,820.00	\$85,590.00
2.03	EARTHWORK, UNSUITABLE SOILS REMOVAL, DISPOSAL, AND REPLACEMENT	250	CY	\$30.00	\$7,500.00	0	\$0.00	-250	-\$7,500.00	\$0.00
2.04	SUBGRADE PREPARATION, 8-INCH	6,333	CY	\$4.00	\$25,332.00	7257.45	\$29,029.80	924.45	\$3,697.80	\$29,029.80
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION										
3.01	TRENCH FOUNDATION	750	TON	\$30.00	\$22,500.00	32.82	\$984.60	-717.18	-\$21,515.40	\$984.60
3.02	SPECIAL PIPE EMBEDMENT OR ENCASEMENT	100	CY	\$420.00	\$42,000.00	0	\$0.00	-100	-\$42,000.00	\$0.00
3.03	TRENCH COMPACTION TESTING	1	LS	\$30,000.00	\$30,000.00	1	\$30,000.00	0	\$0.00	\$30,000.00
DIVISION 4 - SEWERS AND DRAINS										
4.01	SANITARY SEWER, MAIN REPLACEMENT, 8-INCH	541	LF	\$385.00	\$208,285.00	709	\$272,965.00	168	\$64,680.00	\$272,965.00
4.02	SANITARY SEWER, MAIN REPLACEMENT, 10-INCH	76	LF	\$400.00	\$30,400.00	96.83	\$38,732.00	20.83	\$8,332.00	\$38,732.00
4.03	SANITARY SEWER, MAIN REPLACEMENT, 12-INCH	10	LF	\$500.00	\$5,000.00	7	\$3,500.00	-3	-\$1,500.00	\$3,500.00
4.04	SANITARY SEWER, MAIN REPLACEMENT, 15-INCH	15	LF	\$560.00	\$8,400.00	71.8	\$40,208.00	56.8	\$31,808.00	\$40,208.00
4.05	SANITARY SEWER, MAIN REPLACEMENT, 24-INCH	10	LF	\$675.00	\$6,750.00	0	\$0.00	-10	-\$6,750.00	\$0.00
4.06	SANITARY SEWER SERVICE RECONNECTION, WYE REPLACEMENT	8	EA	\$4,500.00	\$36,000.00	13.75	\$61,875.00	5.75	\$25,875.00	\$61,875.00
4.07	SANITARY SEWER CLEANOUT	2	EA	\$1,500.00	\$3,000.00	11	\$16,500.00	9	\$13,500.00	\$16,500.00
4.08	CCTV 6-INCH SANITARY SEWER, PRE CONSTRUCTION LOCATE	3,142	LF	\$2.05	\$6,411.10	3921.3	\$799.37	779.3	\$1,597.57	\$8,008.67
4.09	CCTV 8-INCH SANITARY SEWER, PRE CONSTRUCTION LOCATE	21,982	LF	\$1.90	\$41,765.80	18207.4	\$34,594.06	-3774.6	-\$7,171.74	\$34,594.06
4.10	CCTV 10-INCH SANITARY SEWER, PRE CONSTRUCTION LOCATE	2,478	LF	\$2.10	\$5,203.80	1339.2	\$2,812.32	-1138.8	-\$2,391.48	\$2,812.32
4.11	CCTV 12-INCH SANITARY SEWER, PRE CONSTRUCTION LOCATE	2,267	LF	\$2.10	\$4,760.70	1729.2	\$3,631.32	-537.8	-\$1,129.38	\$3,631.32
4.12	CCTV 15-INCH SANITARY SEWER, PRE CONSTRUCTION LOCATE	1,427	LF	\$2.10	\$2,996.70	673.5	\$1,414.35	-753.5	-\$1,582.35	\$1,414.35
4.13	CCTV 18-INCH SANITARY SEWER, PRE CONSTRUCTION LOCATE	2,419	LF	\$2.10	\$5,079.90	1295.1	\$2,719.71	-1213.9	-\$2,360.19	\$2,719.71
4.14	CCTV 24-INCH SANITARY SEWER, PRE CONSTRUCTION LOCATE	250	LF	\$2.62	\$655.00	335	\$877.70	85	\$22.70	\$877.70
4.15	CCTV 6-INCH SANITARY SEWER W/REPORT, POST CONSTRUCTION INSPECTION	3,142	LF	\$1.15	\$3,613.30	4754.1	\$5,467.22	1612.1	\$1,853.92	\$5,467.22
4.16	CCTV 8-INCH SANITARY SEWER W/REPORT, POST CONSTRUCTION INSPECTION	21,982	LF	\$1.05	\$23,081.10	27753.8	\$29,141.49	5771.8	\$6,060.39	\$29,141.49
4.17	CCTV 10-INCH									

Change Order Balance of Quantities

For (Contract):		2017 Manhole and Point Repair Project		Change Order No.		7 - Balance of Quantities				
Contractor		Con-Street, Inc.		Change Order Date		9/2/2021				
Item		Contract Information								
Bid Item No	Description	Bid Item Quantity	Units	Unit Price	Bid Value (\$)	Estimated Quantity Installed	Value of Work Installed	Change Order Unit Quantity Adjustment	Change Order Contract Unit Bid Item Adjusted Amount	Change Order Contract Bid Item Adjusted Amount
4.37	SANITARY SEWER CIPP POINT REPAIR, 20-INCH	4	LF	\$840.00	\$3,360.00	0	\$0.00	-4	-\$3,360.00	\$0.00
4.38	SANITARY SEWER CIPP POINT REPAIR, 24-INCH	9	LF	\$1,050.00	\$9,450.00	0	\$0.00	-9	-\$9,450.00	\$0.00
4.39	SANITARY SEWER CIPP LCR REPAIR	7	EA	\$3,150.00	\$22,050.00	0	\$0.00	-7	-\$22,050.00	\$0.00
4.40	SUBURBAN, TYPE 1, CASE B, 6-INCH	20	LF	\$50.00	\$1,000.00	0	\$0.00	-20	-\$1,000.00	\$0.00
DIVISION 5 - WATER MAIN AND APPURTENANCES										
5.01	RELOCATE WATER MAIN, TRENCHED, RESTRAINED JOINT CLASS 350 DIP, 4-INCH	156	LF	\$230.00	\$35,680.00	28.74	\$6,610.20	-127.26	-\$29,269.80	\$6,610.20
5.02	RELOCATE WATER MAIN, TRENCHED, RESTRAINED JOINT CLASS 350 DIP, 6-INCH	223	LF	\$240.00	\$53,520.00	47.83	\$11,479.20	-175.17	-\$42,040.80	\$11,479.20
5.03	RELOCATE WATER MAIN, TRENCHED, RESTRAINED JOINT CLASS 350 DIP, 8-INCH	134	LF	\$260.00	\$34,840.00	17.26	\$4,487.60	-116.74	-\$30,152.40	\$4,487.60
5.04	RELOCATE WATER MAIN, TRENCHED, RESTRAINED JOINT CLASS 350 DIP, 12-INCH	58	LF	\$300.00	\$17,400.00	0	\$0.00	-58	-\$17,400.00	\$0.00
5.05	FITTING, 45 DEGREE MJ BEND, 4-INCH	20	EA	\$500.00	\$10,000.00	8	\$4,000.00	-12	-\$6,000.00	\$4,000.00
5.06	FITTING, 45 DEGREE MJ BEND, 6-INCH	28	EA	\$560.00	\$15,680.00	16	\$8,960.00	-12	-\$6,720.00	\$8,960.00
5.07	FITTING, 45 DEGREE MJ BEND, 8-INCH	16	EA	\$820.00	\$13,120.00	4	\$3,280.00	-12	-\$9,840.00	\$3,280.00
5.08	FITTING, 45 DEGREE MJ BEND, 12-INCH	8	EA	\$1,150.00	\$9,200.00	0	\$0.00	-8	-\$9,200.00	\$0.00
5.09	FITTING, MJ SLEEVE, 4-INCH	10	EA	\$515.00	\$5,150.00	4	\$2,060.00	-6	-\$3,090.00	\$2,060.00
5.10	FITTING, MJ SLEEVE, 6-INCH	14	EA	\$570.00	\$7,980.00	5	\$2,850.00	-9	-\$5,130.00	\$2,850.00
5.11	FITTING, MJ SLEEVE, 8-INCH	8	EA	\$820.00	\$6,560.00	2	\$1,640.00	-6	-\$4,920.00	\$1,640.00
5.12	FITTING, MJ SLEEVE, 12-INCH	4	EA	\$1,075.00	\$4,300.00	0	\$0.00	-4	-\$4,300.00	\$0.00
5.13	WATER SERVICE RELOCATION AND REPLACEMENT	18	EA	\$4,200.00	\$75,600.00	1	\$4,200.00	-17	-\$71,400.00	\$4,200.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS										
6.01	SANITARY SEWER MANHOLE, 48-INCH SW-301, 0 TO 5 VERTICAL FEET	9	EA	\$5,400.00	\$48,600.00	9	\$48,600.00	0	\$0.00	\$48,600.00
6.02	SANITARY SEWER MANHOLE, 48-INCH SW-301, 5 TO 10 VERTICAL FEET	55	EA	\$7,400.00	\$407,000.00	62	\$458,800.00	7	\$51,800.00	\$458,800.00
6.03	SANITARY SEWER MANHOLE, 48-INCH SW-301, 10 TO 15 VERTICAL FEET	12	EA	\$10,400.00	\$124,800.00	5	\$52,000.00	-7	-\$72,800.00	\$52,000.00
6.04	SANITARY SEWER MANHOLE, 48-INCH SW-301, 15 TO 20 VERTICAL FEET	2	EA	\$13,200.00	\$26,400.00	0	\$0.00	-2	-\$26,400.00	\$0.00
6.05	REMOVE AND REPLACE EXISTING MANHOLE, SW-301, 0 TO 5 VERTICAL FEET	6	EA	\$6,100.00	\$36,600.00	5	\$30,500.00	-1	-\$6,100.00	\$30,500.00
6.06	REMOVE AND REPLACE EXISTING MANHOLE, SW-301, 5 TO 10 VERTICAL FEET	18	EA	\$8,100.00	\$145,800.00	16	\$129,600.00	-2	-\$16,200.00	\$129,600.00
6.07	REMOVE AND REPLACE EXISTING MANHOLE, SW-301, 10 TO 15 VERTICAL FEET	7	EA	\$11,200.00	\$78,400.00	5	\$56,000.00	-2	-\$22,400.00	\$56,000.00
6.08	REMOVE EXISTING MANHOLE	1	EA	\$3,500.00	\$3,500.00	7	\$24,500.00	6	\$21,000.00	\$24,500.00
6.09	SANITARY SEWER MANHOLE, SW-307, DROP CONNECTION	4	EA	\$5,700.00	\$22,800.00	0	\$0.00	-4	-\$22,800.00	\$0.00
6.10	MANHOLE FIELD ADJUSTMENTS	50	EA	\$2,500.00	\$125,000.00	1	\$2,500.00	-49	-\$122,500.00	\$2,500.00
6.11	MANHOLE TESTING	109	EA	\$500.00	\$54,500.00	103	\$51,500.00	-6	-\$3,000.00	\$51,500.00
DIVISION 7 - PAVEMENT AND APPURTENANCES										
7.01	REMOVAL AND DISPOSITION OF PAVEMENT	6,135	SY	\$20.00	\$122,700.00	7164.26	\$143,385.20	1029.26	\$20,585.20	\$143,385.20
7.02	PCC CURB AND GUTTER, 30-INCH	188	LF	\$40.00	\$7,520.00	366	\$14,640.00	178	\$7,120.00	\$14,640.00
7.03	HMA PAVEMENT SAMPLES AND TESTING	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00	0	\$0.00	\$2,000.00
7.04	DRIVEWAY PAVEMENT REMOVAL	157	SY	\$20.00	\$3,140.00	143.79	\$2,875.80	-13.21	-\$264.20	\$2,875.80
7.05	PCC PAVEMENT, DRIVEWAY, 6-INCH	157	SY	\$70.00	\$10,990.00	132.79	\$9,295.30	-24.21	-\$1,694.70	\$9,295.30
7.06	MODIFIED SUBBASE STONE, 6-INCH	1,898	TON	\$60.756	\$114,296.00	2093.55	\$95,793.60	1095.55	\$35,057.60	\$95,793.60
7.07	SUBBASE STABILIZATION, MACADAM STONE	250	TON	\$35.00	\$8,750.00	0	\$0.00	-250	-\$8,750.00	\$0.00
7.08	SIDEWALK REMOVAL	84	SY	\$20.00	\$1,680.00	148.5	\$3,170.00	74.5	\$1,490.00	\$3,170.00
7.09	SIDEWALK, PCC, 5-INCH	84	SY	\$70.00	\$5,880.00	157.61	\$11,032.70	73.61	\$5,152.70	\$11,032.70
7.10	PEDESTRIAN RAMPS, PCC, 6-INCH	8	SY	\$70.00	\$560.00	66.6	\$4,662.00	58.6	\$4,102.00	\$4,662.00
7.11	DEFECTABLE WARNING PANELS	10	SF	\$50.00	\$500.00	54	\$2,700.00	44	\$2,200.00	\$2,700.00
7.12	CURB AND GUTTER REMOVAL	188	LF	\$20.00	\$3,760.00	382.8	\$7,656.00	194.8	\$3,896.00	\$7,656.00
7.13	ENGINEERING FABRIC	1,000	SY	\$3.00	\$3,000.00	0	\$0.00	-1000	-\$3,000.00	\$0.00
7.14	HMA FULL DEPTH COMPOSITE PATCH	5,617	SY	\$120.00	\$674,040.00	5431.2	\$651,744.00	-185.8	-\$22,296.00	\$651,744.00
7.15	PCC FULL DEPTH PATCH	285	SY	\$90.00	\$25,650.00	1295.5	\$116,595.00	1010.5	\$90,945.00	\$116,595.00
7.16	PCC SAMPLES AND TESTING	1	LS	\$15,000.00	\$15,000.00	1	\$15,000.00	0	\$0.00	\$15,000.00

Change Order Balance of Quantities

For (Contract): 2017 Manhole and Point Repair Project							Change Order No.:	7 - Balance of Quantities		
Contractor Con-Struct, Inc.							Change Order Date:	9/2/2021		
Item		Contract Information				Estimated	Value of Work	Change Oder Unit	Change Order Contract Unit	Change Order Contract Bid
Bid Item No.	Description	Bid Item Quantity	Units	Unit Price	Bid Value (\$)	Quantity Installed	Installed	Quantity Adjustment	Bid Item Adjusted Amount	Item Adjusted Amount
7.17	SURFACING, REMOVE AND REPLACE, CLASS A ROADSTONE	62	TON	\$50.00	\$3,100.00	38.38	\$1,919.00	-23.62	-\$1,181.00	\$1,919.00
7.18	ROADWAY GEOGRID	6,135	SY	\$4.00	\$24,540.00	6820.5	\$27,282.00	685.5	\$2,742.00	\$27,282.00
DIVISION 9 - SITE WORK AND LANDSCAPING										
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 1	42	SQ	\$80.00	\$3,360.00	259.72	\$20,777.60	217.72	\$17,417.60	\$20,777.60
9.02	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 3	10	SQ	\$70.00	\$700.00	0	\$0.00	-10	-\$700.00	\$0.00
9.03	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 4	52	SQ	\$70.00	\$3,640.00	0	\$0.00	-52	-\$3,640.00	\$0.00
9.04	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2 D	50	SY	\$11.00	\$550.00	0	\$0.00	-50	-\$550.00	\$0.00
9.05	SILT FENCE	500	LF	\$2.00	\$1,000.00	0	\$0.00	-500	-\$1,000.00	\$0.00
9.06	FILTER SOCK	2,500	LF	\$3.50	\$8,750.00	0	\$0.00	-2500	-\$8,750.00	\$0.00
9.07	STABILIZED CONSTRUCTION ENTRANCE, 3-INCH	100	TON	\$45.00	\$4,500.00	0	\$0.00	-100	-\$4,500.00	\$0.00
9.08	INLET PROTECTION, SURFACE APPLIED	75	EA	\$90.00	\$6,750.00	0	\$0.00	-75	-\$6,750.00	\$0.00
CHANGE ORDER NO. 2										
CO2-1	12-INCH RCP STORM SEWER	27.5	LF	\$85.00	\$2,337.50	30	\$2,550.00	2.5	\$212.50	\$2,550.00
CO2-2	CONE MANHOLE SECTION	1	LS	\$2,800.00	\$2,800.00	1	\$2,800.00	0	\$0.00	\$2,800.00
CO2-3	REMOVAL AND DISPOSITION OF PAVEMENT	31.6	SY	\$20.00	\$632.00	31.6	\$632.00	0	\$0.00	\$632.00
CO2-4	HMA FULL DEPTH COMPOSITE PATCH	31.6	SY	\$120.00	\$3,792.00	31.6	\$3,792.00	0	\$0.00	\$3,792.00
CO2-5.1	SANITARY SEWER SERVICE WYE CONNECTION, 4 AND 6 INCH	50	EA	\$350.00	\$17,500.00	74	\$25,900.00	24	\$8,400.00	\$25,900.00
CO2-5.2	SANITARY SEWER SERVICE MAIN, PVC SDR 23.5, 4-INCH	250	LF	\$30.00	\$7,500.00	119	\$3,570.00	-131	-\$3,930.00	\$3,570.00
CO2-5.3	SANITARY SEWER SERVICE MAIN, PVC SDR 23.5, 6-INCH	400	LF	\$35.00	\$14,000.00	407.62	\$14,266.70	7.62	\$266.70	\$14,266.70
CO2-5.4	SANITARY SEWER SERVICE CONNECTION	50	EA	\$100.00	\$5,000.00	68	\$6,800.00	18	\$1,800.00	\$6,800.00
CHANGE ORDER NO. 3										
CO3-1	SANITARY SEWER, MAIN REPLACEMENT, 6-INCH	80	LF	\$380.00	\$30,400.00	174.26	\$66,218.80	94.26	\$35,818.80	\$66,218.80
CO3-2	SANITARY SEWER, MAIN REPLACEMENT, 8-INCH	-75	LF	\$385.00	-\$28,875.00	0	\$0.00	75	\$28,875.00	\$0.00
CO3-3.1	SANITARY SEWER MANHOLE, SW-307, DROP CONNECTION	-4	EA	\$5,700.00	-\$22,800.00	0	\$0.00	4	\$22,800.00	\$0.00
CO3-3.2	SANITARY SEWER MANHOLE, SW-307, INTERNAL DROP CONNECTION	4	EA	\$1,500.00	\$6,000.00	3	\$4,500.00	-1	-\$1,500.00	\$4,500.00
CHANGE ORDER NO. 4										
CO4-1	SANITARY SEWER MAIN, 8-INCH	281	LF	\$110.00	\$30,910.00	282	\$31,020.00	1	\$110.00	\$31,020.00
CO4-2	SANITARY SEWER MANHOLE, 48-INCH SW-301, 5 TO 10 VERTICAL FEET	1	EA	\$7,400.00	\$7,400.00	1	\$7,400.00	0	\$0.00	\$7,400.00
CO4-3	SANITARY SEWER SERVICE WYE CONNECTION, 4 AND 6 INCH	30	EA	\$350.00	\$10,500.00	10	\$3,500.00	-20	-\$7,000.00	\$3,500.00
CO4-4	SANITARY SEWER SERVICE MAIN, PVC SDR 23.5, 6-INCH	400	LF	\$35.00	\$14,000.00	480.35	\$16,812.25	80.35	\$2,812.25	\$16,812.25
CO4-5	SANITARY SEWER SERVICE CONNECTION	30	EA	\$100.00	\$3,000.00	21	\$2,100.00	-9	-\$900.00	\$2,100.00
CO4-6	REMOVAL AND DISPOSITION OF PAVEMENT	536	SY	\$20.00	\$10,720.00	584	\$11,680.00	48	\$960.00	\$11,680.00
CO4-7	REMOVE EXISTING MANHOLE	2	EA	\$3,500.00	\$7,000.00	2	\$7,000.00	0	\$0.00	\$7,000.00
CO4-8	EARTHWORK, ROADWAY EXCAVATION	179	SY	\$30.00	\$5,370.00	179	\$5,370.00	0	\$0.00	\$5,370.00
CO4-9	SUBGRADE PREPARATION, 8-INCH	536	SY	\$4.00	\$2,144.00	584	\$2,336.00	48	\$192.00	\$2,336.00
CO4-10	ROADWAY GEOGRID	536	SY	\$4.00	\$2,144.00	584	\$2,336.00	48	\$192.00	\$2,336.00
CO4-11	MODIFIED SUBBASE STONE, 6-INCH	326	TON	\$32.00	\$10,432.00	337.23	\$10,791.36	11.23	\$359.36	\$10,791.36
CO4-12	HMA PAVEMENT, BASE COURSE, 5-INCH	536	SY	\$55.00	\$29,480.00	584	\$32,120.00	48	\$2,640.00	\$32,120.00
CO4-13	CLASS A ROADSTONE	53	TON	\$32.00	\$1,696.00	0	\$0.00	-53	-\$1,696.00	\$0.00
CO4-14	EXPLORATORY DIGGING AND UTILITY POTHOLING	-20	HR	\$550.00	-\$11,000.00	0	\$0.00	20	\$11,000.00	\$0.00
CO4-15	UTILITY CROSSING	-5	EA	\$3,200.00	-\$16,000.00	0	\$0.00	5	\$16,000.00	\$0.00
CO4-16	TRENCH FOUNDATION	-350	TON	\$30.00	-\$10,500.00	0	\$0.00	350	\$10,500.00	\$0.00
CO4-17	SPECIAL PIPE EMBEDMENT OR ENCASEMENT	-75	CY	\$420.00	-\$31,500.00	0	\$0.00	75	\$31,500.00	\$0.00
CO4-18	RELOCATE WATER MAIN, TRENCHED, RESTRAINED JOINT CLASS 350 DIP, 8-INCH	-50	LF	\$260.00	-\$13,000.00	0	\$0.00	50	\$13,000.00	\$0.00
CHANGE ORDER NO. 5										
CO5-1	HMA PAVEMENT, SURFACE COURSE, 2-INCH	584	SY	\$17.60	\$10,278.40	584	\$10,278.40	0	\$0.00	\$10,278.40
CO5-1.04	UTILITY CROSSING	-4	EA	\$3,200.00	-\$12,800.00	0	\$0.00	4	\$12,800.00	\$0.00
CHANGE ORDER NO. 7										
CO7-1	ADDITIONAL SITE MOBILIZATION	1	LS	\$15,000.00	\$15,000.00	1	\$15,000.00	0	\$0.00	\$15,000.00
CO7-2A	MH J05-036 STORM SEWER REMOVAL	57	LF	\$30.00	\$1,710.00	57	\$1,710.00	0	\$0.00	\$1,710.00
CO7-2B	MH J05-036 STORM SEWER STRUCTURE REMOVAL	2	EA	\$800.00	\$1,600.00	2	\$1,600.00	0	\$0.00	\$1,600.00
CO7-2C	MH J05-036 CONNECTION TO EXISTING STORM SEWER	4	EA	\$500.00	\$2,000.00	4	\$2,000.00	0	\$0.00	\$2,000.00
CO7-2D	MH J05-036 12-INCH STORM SEWER	61	LF	\$75.00	\$4,575.00	61	\$4,575.00	0	\$0.00	\$4,575.00
CO7-2E	MH J05-036 SW-501 STORM SEWER STRUCTURE	1	EA	\$4,000.00	\$4,000.00	1	\$4,000.00	0	\$0.00	\$4,000.00
CO7-2F	MH J05-036 SW-505 STORM SEWER STRUCTURE	1	EA	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$0.00	\$5,000.00
CO7-3	MH J05-036 MANHOLE SIZE INCREASE TO 60-INCH	1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00	0	\$0.00	\$3,000.00
CO7-4	MH J05-032T INTERNAL REPAIR OF 36-INCH STORM SEWER	3	LF	\$1,600.00	\$4,800.00	3	\$4,800.00	0	\$0.00	\$4,800.00
CO7-5	MH J05-032T HMA PAVEMENT	275	SY	\$55.00	\$15,125.00	275	\$15,125.00	0	\$0.00	\$15,125.00
CO7-6	BALANCE OF QUANTITIES	1	LS	-\$162,149.72	-\$162,149.72			-1	\$162,149.72	\$0.00
TOTALS WITH CHANGE ORDERS										
					\$3,831,493.63		\$3,831,493.63		\$0.00	\$3,831,493.63

**RESOLUTION TO APPROVE ADMINISTRATIVE SERVICES FOR THE CITY OF
MARSHALLTOWN CDBG-CV PROJECTS**

WHEREAS the City of Marshalltown has approved applying for the CDBG-CV Public Facilities grant for a project at Elks Park located at 516 North 3rd Street in Marshalltown;

WHEREAS the City of Marshalltown has approved applying for the CDBG-CV Food Program grant for a project with the Emergency Food Box Program located at 107 North 1st Street in Marshalltown;

WHEREAS the City of Marshalltown has approved applying for the CDBG-CV Housing Conversion grant for a project at 26 East Main Street located in downtown Marshalltown;

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

Section 1. CDBG general administrative services will be provided by Region 6 Resource Partners for all of the above projects.

Passed this 25th day of October 2021 and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION TO APPROVE THE ADOPTION OF THE IOWA
ECONOMIC DEVELOPMENT AUTHORITY DUPLICATION OF
BENEFITS POLICIES AND PROCEDURES**

WHEREAS, the Iowa Economic Development Authority “IEDA” established a CDBG-CV Grant Program; and

WHEREAS, the City is applying for funds from the IEDA under this program; and

WHEREAS, a requirement of applying for the program is adopting Duplication of Benefits Policies and Procedures; and

WHEREAS, IEDA has supplied a model Duplication of Benefits policies and procedures for the City to consider; and

WHEREAS, the model policy suits the needs of the City, their applications and circumstances.

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

Section 1. The CDBG Duplication of Benefits Policies and Procedures shall be approved.

Passed this 25th day of October 2021 and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

State of Iowa

Community Development Block Grant Coronavirus (CDBG-CV)

Duplication of Benefits Policies and Procedures

I - INTRODUCTION

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act) was signed into law, making CDBG coronavirus (CDBG-CV) funds available to the U.S. Department of Housing and Urban Development (HUD) in addition to individuals, business, education, and other federal agencies as part of the \$2.2 trillion bill. CDBG-CV dollars were allocated to current CDBG grantees with the intention to help communities fund the additional costs of the COVID-19 (coronavirus) pandemic.

For Fiscal Year 2020, HUD allocated \$31,367,906 of CDBG-CV funds to the State of Iowa non-entitlement areas through the Iowa Economic Development Authority (IEDA).

Unlike annual CDBG allocations, all CDBG-CV funds must support activities that “prevent, prepare for, and respond to coronavirus”. Specific regulations for CDBG and CDBG-CV funds used for this purpose are detailed in the Federal Register [Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs](#). (FR-6218-N-01 “CDBG CARES Program Notice”)

The CDBG CARES Program Notice requires that grantees ensure that Duplication of Benefits (DOB) does not occur for CDBG-CV and applicable Fiscal Year 2019 and 2020 CDBG funds, including the creation of policies and procedures.

The Iowa IEDA Accounting and Community Investments teams are committed to the effective management of CDBG and CDBG-CV. This document establishes a set of policies and procedures to prevent DOB and IEDA will be updated periodically to incorporate changes in the CDBG-CV Grant program.

CARES ACT REQUIREMENTS

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by federal regulations under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (“Stafford Act”). The Stafford Act says that grantees must analyze assistance to prevent a federal grant from paying costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources.

To comply with the CARES and Stafford Acts, all CDBG-CV grantees, including the State of Iowa and their unit of local government (UGLG) and other grantees, are required to develop and maintain adequate policies and procedures to prevent DOB.

Preventing DOB generally means that grantees may not use CDBG-CV funds for costs already fully covered by other programs.

The CARES Act requires that all CDBG-CV grantee DOB policies and procedures address (individually or collectively) each activity or program.

These CDBG-CV DOB policies and procedures also apply to the use of fiscal year 2019 and 2020 formula CDBG funds for activities to prevent, prepare for, and respond to coronavirus.

III.B.9. Duplication of Benefits

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42 U.S.C. 5121 et seq.).

A grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee’s policies and procedures are not adequate unless they include, at a minimum: (1) A requirement that any person or entity receiving CDBG–CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG–CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need. [CDBG CARES Program Notice](#)

ENABLING LEGISLATION

CARES ACT

The [Coronavirus Aid, Relief, and Economic Security Act CARES Act](#) was signed on March 27, 2020 as Public Law 116-136. The act allows HUD to modify some CDBG program rules and authorizes the Secretary of HUD to grant waivers and alternative requirements to [24 CFR 570.481\(a\)\(2\)](#).

Prevention of DOB is a requirement per the CARES Act and corresponding HUD Federal Register [Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs](#). (FR–6218–N–01)

Grantees must prevent [Duplication of Benefits as required by Section 312 of the Stafford Act](#), as amended by section 1210 of the Disaster Recovery Reform Act of 2018.

STAFFORD ACT

The COVID-19 pandemic is an emergency of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 32 5121-5207, as amended (the “Stafford Act”).

DOB is regulated by [Section 312 of the Stafford Act](#), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 2 U.S.C. 5121 et seq.).

The Stafford Act prohibits recipients of federal disaster grants from receiving financial assistance under any other program, or from insurance or any other source, for the same disaster loss.

Stafford Act

Sec. 312. Duplication of Benefits (42 U.S.C. 5155)

(a) General Prohibition –

The President, in consultation with the head of each Federal agency administering any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source.

DRRA

[The Disaster Recovery Reform Act of 2018 \(DRRA\) Public Law No: 115-254 amending the Stafford Act](#) amends DOB in the Stafford Act for disasters occurring between 2016 and 2021 and no longer applies to any DOB analysis after October 5, 2023. by allowing loans to be considered non-duplicative.

The DRRA includes certain exceptions for subsidized loans in the calculation of DOB. Specific questions related to the applicability of subsidized loans for DOB calculation should be directed to IEDA staff.

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

2 CFR Part 200 requires that costs for federal grants must “be **necessary** and **reasonable**” and applies to all CDBG and CDBG-CV funding. These requirements prohibit using a federal grant for costs that have already been or will be paid from another source, and that the costs are considered reasonable if they do not “exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.”

Within DOB policies and procedures, grantees must verify that additional funding will not duplicate payments, and that the costs are both accurate and within a market-rate or practical standard for specific work or products. When evaluating costs, grantees are encouraged to consider questions such as, “Is there a need for the assistance? Is the cost necessary for an eligible activity? Does it meet program standards?”

II - ROLES AND RESPONSIBILITIES

IEDA

Iowa Economic Development Authority (IEDA), also referred to as “the state”, is the recipient of State CDBG and CDBG-CV funding from HUD that is distributed to both entitlement and non-entitlement units of government in order to prevent, prepare for and respond to coronavirus. The structure and process of distribution is summarized in the state’s CDBG Method of Distribution.

IEDA is responsible for ensuring that entitlement and non-entitlement units of government that receive CDBG or CDBG-CV funds to prevent, prepare for, and respond to coronavirus comply with this DOB Policy and Procedure. IEDA is responsible for the administration, revision, interpretation, and application of this document.

ENTITLEMENTS

Entitlement jurisdictions receive direct CDBG and CDBG-CV allocations from HUD but may also receive additional funds from IEDA.

HUD Entitlement entities may create their own DOB policies and procedures or adopt IEDA’s DOB policies and procedures for the implementation of CDBG and CDBG-CV funds. If the entitlement unit of government uses its own DOB policies and procedures, it must clearly define how the entity will research potential DOB, calculate DOB, and collect all DOB documentation for each program. Entitlement entities’ DOB policies and procedures must be approved by IEDA before funds will be allocated.

NON-ENTITLEMENTS (UGLG)

Non-Entitlement jurisdictions (also referred to as “Units of General Local Government” (UGLG)) apply to IEDA for CDBG and CDBG-CV funding. Funding for non-entitlement entities may be administered by the region’s Council of Government (COG) or a qualified entity as determined by IEDA.

IEDA’s DOB policies and procedures must be accepted and utilized by non-entitlement entities, even if policies and procedures will be carried out by a regional council of governments (COG) or other subrecipient. The non-entitlement entity procedures are provided in this document.

Subgrantees can be entitlements or non-entitlements, or other organizations, who receive CDBG or CDBG-CV directly from IEDA.

Recipient Organizations run programs using CDBG or CDBG-CV funds for Grantees. These are often non-profit organizations but can be any organization type that is eligible to receive HUD funding.

Beneficiaries directly receive CDBG-funded goods and services that meet a national objective. Beneficiaries may be individuals or households/families.

METHOD OF DISTRIBUTION

IEDA is required to share Method of Distribution (MOD) information with potential applicants. *24 CFR 91.320(k)(1)(i); 24 CFR 570.490(a)(2).*

IEDA took potential DOB into account in the creation of eligible activities to prevent, prepare for, and respond to coronavirus within the CDBG-CV MOD. The MOD for CDBG-CV describes the program types that are eligible for CDBG-CV funding from IEDA, in order of priority. Each activity type will have different types of potential DOB sources and risks.

ENTITLEMENTS

Iowa entitlement jurisdictions submitted applications to IEDA stating what activities would be funded by CDBG-CV. IEDA's review considers concurrent CDBG-CV funding given directly to entitlements by HUD when analyzing potential DOB.

NON-ENTITLEMENTS

IEDA will request applications and fund only programs described in the MOD. UGLGs must look for potential DOB based on the funded program(s).

The State's Method of Distribution is available here: [\(INSERT HYPERLINK\)](#)

III DUPLICATION OF BENEFITS

DEFINITION

Duplication of Benefits (DOB) occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source.

A Duplication of Benefits occurs when:

- A Beneficiary receives assistance, and
- The assistance is from multiple sources (i.e. private insurance, SBA, PPP, non-profits, City, State, etc.), and
- The assistance amount exceeds the total need for a specific purpose.

DOB is considered for the program, family, or individual beneficiary receiving financial assistance. In other words, DOB is considered for those incurring the costs paid by CDBG funding, not necessarily those distributing or administering funds.

TYPES OF ASSISTANCE

Assistance considered to be a potential DOB includes:

- Cash awards
- Insurance proceeds
- Grants
- Awards or assistance under local, state or federal programs, and private or nonprofit organizations
- Other HUD grants (e.g. HOME, ESG, ESG-CV, HOPWA)

Assistance not considered to be a potential DOB includes:

- Personal assets such as money in a checking or savings account (excluding insurance proceeds or other assistance deposited into the applicant's account)
- Declined or cancelled loans
- Private loans
Forgivable /government-subsidized loans (provided that all Federal assistance is used toward a loss suffered as a result of a major disaster or emergency). Note: CDBG-CV funds do not need to be used to pay down SBA loans
- Unemployment benefits
- Retirement accounts
- Credit cards and lines of credit
- In-kind donations (although these non-cash contributions known to the grantee reduce total need)
- Assistance provided for a different purpose than the CDBG-eligible activity, or a general, non-specific purpose (e.g., "disaster relief/recovery") and not used for the same purpose
- Funds received for a different disaster declaration other than the coronavirus pandemic

- Funds not available to the applicant, like when insurance funds must be used for a forced mortgage payoff

Potential DOB will vary by program type. Subgrantees in Iowa should pay special attention to the following potential sources of coronavirus pandemic benefits:

<https://files.hudexchange.info/resources/documents/CARES-Act-Programs-CDBG-Awareness-Duplication-Benefits.pdf>

ORDER OF ASSISTANCE

“Order of Assistance” analysis for DOB does not apply to CDBG-CV funds. Program funds can be awarded to beneficiary regardless of other awards or assistance sought by the beneficiary as long as a need for assistance exists and the CDBG-CV award does not or will not duplicate any other form of eligible assistance.

DOB RISK

The risk of DOB occurring varies by program activity and application process. For example, a small business grant program that will approve \$30,000 grants for job retention, in a period of time when many businesses are eligible for other sources of assistance, will require more scrutiny and documentation than a public services program using \$8,000 of CDBG-CV for PPE to be used by employees in a senior center.

The level of risk of DOB informs the level of required documentation. For example, low-risk public services may solely require a self-certification that the beneficiary did not receive duplicative benefits. On the contrary, business or rental assistance, may require more detailed analysis and evaluation of potential DOB.

To comply with the federal prohibition against the duplication of disaster benefits, Grantees must ensure that all DOB policies and procedures are followed within recipient organizations and/or administering agencies. Monitoring, training, and other assistance may be needed by recipient organizations, with particular attention on programs with a high risk of DOB.

DOB MONITORING/REVIEW

Subgrantees are responsible for monitoring and overseeing programs to ensure compliance with all program rules and regulations, including DOB.

In addition, IEDA will monitor both entitlement and non-entitlement entities for DOB compliance in addition to typical CDBG or CDBG-CV program monitoring. Programs with a higher risk of DOB or higher individual funding amounts will have a higher amount of examination by IEDA. The level of monitoring is defined in each subgrantee’s grant agreement with IEDA.

NON-ENTITLEMENT DESK MONITORING REQUIREMENTS

For programs with a low risk of DOB, IEDA will examine at least **5% of all intake and DOB calculation documentation** chosen at random. These will typically be public service activities.

For programs that award higher amounts of funding per beneficiary and/or have a high risk of DOB, IEDA will examine at least **20% of assistance for DOB documentation** at random.

IV – IEDA DOB PROCEDURES

All IEDA CDBG-CV subgrantees must have a DOB policy that analyzes and documents that subrecipients, assisted individuals or families, businesses, and other entities that receive CDBG-CV assistance have not previously received, or will not receive, duplicative assistance from another source before CDBG-CV assistance is provided.

Entitlement subgrantees may utilize their own DOB policies and procedures OR adopt IEDA's DOB policies and procedures. If entitlement subgrantees will use their own DOB policies and procedures, these policies and procedures must be submitted to IEDA prior to the allocation of funding.

Non-entitlement subgrantees must accept and utilize IEDA's policies and procedures for DOB.

All subgrantees will:

- Identify and calculate the total DOB
- Identify the additional assistance received for the same purpose/activity
- Recapture funds if necessary

APPENDIX 1: IEDA DOB PROCEDURES

Required to be utilized by all non-entitlement subgrantees

Subgrantees must show a duplication of benefits analysis before providing CDBG-CV assistance and should only pay for unmet needs/needs not met by other sources of assistance. Subgrantees are required to maintain adequate documentation justifying the compliance with these DOB procedures in accordance with all other recordkeeping and documentation requirements.

INFORMATION SHARING

Due to the high volume of federal, state, local and private programs and activities responding to the impact of COVID-19 within the State of Iowa, all programs must include an information sharing agreement (*Consent to Release Form*) to allow the subgrantee to share any DOB-related data with other subgrantees, entitlement jurisdictions, and the State to protect against DOB from occurring.

DOB RISK

Based on the specific program(s) carried out by a subgrantee, they will be responsible for different levels of protection against DOB. The State of Iowa has identified activities as either being “high” or “low” risk for DOB. High risk activities may include activities such as business or rental assistance and low activities may include activities such as foodbanks or other public services.

Beneficiaries of all high-risk activities are required to execute a DOB Certification and Subrogation Agreement with the beneficiary.

All applicant information will be collected by grantees and provided to IEDA upon request.

DOB INFORMATION SHOULD BE PROVIDED TO IEDA AS INSTRUCTED IN IOWAGRANTS.GOV. DOB EVALUATION PROCESS

STEP 1: REVIEW LOCAL, STATE, FEDERAL ASSISTANCE PROGRAMS

Research potentially duplicative funding sources on a local, program level to manage DOB risk. Maintain a list of potential duplicative funding sources and structure program applications in a manner to identify potential duplicative sources.

Subgrantees should cross reference applications and program guidelines for each program against this list of potential sources of DOB to ensure that the program is adequately monitoring for instances of DOB.

IEDA will make available on its website a list of potential duplication of benefits already identified.

STEP 2: CERTIFICATION BY BENEFICIARY

Each beneficiary of CDBG-CV funds will list other sources of assistance and sign a DOB certification form as well as *Consent to Release* form/certification. Forms may vary by program type and may be combined with existing certification forms for CDBG.

High risk activities require that the beneficiary also sign a subrogation agreement.

STEP 3: REVIEW OF COST REASONABLENESS

Subgrantees must evaluate costs and determine that they are “reasonable” and “necessary” per 2 CFR 200. Proposed costs must be accurate and within a market-rate or practical standard for specific work or products. They must also be a necessary component to the core project.

STEP 4: ASSESS THE AMOUNT OF NEED BASED ON THE TOTAL COST FOR THE ACTIVITY

Identification of total need (e.g. total cost)

STEP 5: CALCULATION OF ADDITIONAL ASSISTANCE

The subgrantee determines which financial assistance sources it must exclude as duplicative and non-duplicative for the DOB calculation. Subgrantees must exclude amounts that are:

- Provided for a different purpose; or
- Provided for the same purpose (eligible activity), but for a different, allowable use (cost).

STEP 6: CALCULATION OF UNMET NEED

Once a grantee has determined the total need and the total assistance, it must calculate the difference between these amounts. This amount is the maximum allowable award of CDBG-CV to the beneficiary. (The “unmet need”.)

STEP 7: AWARD OF FUNDING WITH PAYBACK CLAUSE

If a beneficiary subsequently receives a duplicative benefit, it must repay the subgrantee either directly or through the administering entity, if present. A clause requiring payback of DOB must be in all CDBG-CV contracts.

In the event that additional funds are determined to be a DOB, funds will be withheld from future pay requests or, if all funds have been expended, the beneficiary will be required to repay the funds.

EXAMPLES

1. **CDBG-CV funding a different purpose (cost) than a subsidized loan. Not a DOB.**

Pete’s Pella Bistro, a for-profit business, shut down because of the COVID-19 emergency and disaster declarations. The Bistro owners applied for and received an SBA Paycheck Protection Program (“PPP”) loan to help keep staff employed. The loan will be fully forgiven if the funds are used for payroll costs, interest on mortgages, rent, and utilities (at least 60% of the forgiven amount must have been used for payroll). They are now applying for CDBG-CV assistance.

There is no DOB if:

- The CDBG grantee provides CDBG-CV for costs of CDBG-eligible activities that are not one of the eligible uses of SBA PPP loans (e.g. payroll, employee health insurance, mortgage interest, rent, utilities, interest on debt obligations) AND
- The Bistro has not received financial assistance for that cost from some other source AND
- Financial need still remains for the business for costs not eligible to be covered by the SBA PPP loan.

The Bistro needs working capital for masks and sanitizer for the staff to begin table service. As this was not a cost covered by the SBA PPP loan, CDBG-CV may be used to assist the business.

2. **Calculating DOB for the same type of costs.**

The McCord family has a loss of income due to one parent’s workplace shutting down for four months due to coronavirus-related restrictions. The McCords qualify as low-income (under 80%

of the area median income) under the County's 2020 HUD income limits and are applying for Jasper County's CDBG Rental Assistance Program. The County CDBG program will pay for up to three months of emergency rental assistance up to a \$2,500 limit per household.

The County calculates DOB by:

- Assessing need.
 - The McCord's monthly rent is \$1,000/month.
$$\text{Total need} = \$1,000 \times 3 = \$3,000$$
- Determining potential duplicative costs, or other sources that have been/will be used to pay all or part of the family's \$3,000 rent cost.
 - The family will receive \$300 for rent from a State of Iowa CARES Act assistance program through their town.
 - The McCords indicate that \$200/month has also been pledged by the local Community Action Agency for rent assistance.
$$\$200 \times 3 \text{ months} = \$600$$

$$\$300 + \$600 = \$900 \text{ total assistance from other sources}$$
- Calculating the maximum monthly award to avoid DOB. This is the amount left to meet the family's rent need after factoring in the other funding sources.
$$\$3,000 \text{ (total need)} - \$900 \text{ (assistance from other sources)} = \$2,100 \text{ total maximum CDBG assistance for rent.}$$

$$\$2,100 \text{ is under the County's } \$2,500 \text{ CDBG program limit for assistance so the family is awarded the full } \$2,100, \text{ paid as } \$700/\text{month directly to the landlord.}$$
- Documenting DOB compliance.
The County retains all DOB determination calculations, documentation of total rent need and other assistance amounts.

3. Certifying low-risk DOB.

The City of Muscatine is awarding CDBG-CV funds to a local food pantry to help pay for the additional staffing needed to keep up with increased food need in the community due to the coronavirus pandemic.

The food pantry has added an additional statement to the intake form that the person or household receiving the food assistance:

- Has been financially or otherwise negatively impacted by the COVID-19 (coronavirus pandemic)
- Lists the other food assistance amounts received or expected to be received this month. e.g. Food Assistance Program (SNAP); Women, Infants, & Children (WIC); Child and Adult Care Food Program (CACFP)

- Has individual or household food needs remaining even if receiving additional food assistance.

DOCUMENTATION

Grantee must adequately document the cost charged to the Federal award. See 2 CFR 200.403(g).

GRANTEE DOB DOCUMENTATION MUST INCLUDE THE FOLLOWING:

1. *PROGRAM DESCRIPTIONS*

Program descriptions must, at minimum, include the HUD national objective, a description of program beneficiaries, and anticipated funding per organization / beneficiary.

2. *ANALYSIS OF RISK OF DOB PER PROJECT*

Risk will be considered based on the number of potentially duplicative funding sources on a local level, the amount of funding per beneficiary, on-site and desk monitoring frequency, and the potential for additional financial assistance in the future for the same program and purpose.

3. *EVALUATION PROCESS OF DOB PER PROJECT AND BENEFICIARY*

Process should identify which grantee staff will conduct each DOB step.

V - RESOURCES

HUD GUIDANCE

- **MEMO: CDBG CORONAVIRUS RESPONSE GRANTEE RESOURCES RELATED TO PREVENTING DUPLICATION OF BENEFITS (PDF)**
- **SUMMARY OF PRIMARY CDBG ACTIVITY CATEGORIES TO SUPPORT CORONAVIRUS (PDF)**
- **CARES ACT PROGRAMS THROUGH SBA, FEMA, IRS, TREASURY, USDA, AND HHS FOR CDBG GRANTEE AWARENESS FOR DUPLICATION OF BENEFITS (PDF)**
- **CDBG-CV COVID-19 FACT SHEET (PDF)**
- **UPDATES TO DUPLICATION OF BENEFITS REQUIREMENTS UNDER THE STAFFORD ACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY GRANTEES**

APPENDIX: FORMS

**RESOLUTION APPROVING ENGINEERING SERVICES AMENDMENT
NO. 2 WITH FOX ENGINEERING ASSOCIATES, INC FOR THE S. 1ST
STREET PARKING LOT STORMWATER IMPROVEMENT PROJECT
#PLT19001, AN INCREASE OF \$3,875.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Fox Engineering Associates, Inc. for Engineering Services for the S. 1st Street Parking Lot Stormwater Improvement Project; and

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

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

Section 1. That the Amendment No. 2 for the 1st Street Parking Lot Stormwater Improvement Project, in the increased amount of \$3,875.00 is hereby accepted and approved.

Passed this 25th day of October 2021, and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



AMENDMENT FOR ENGINEERING SERVICES

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

October 18, 2021

Justin Nickel, P.E.
Public Works Director
City Hall
36 N. Center Street
Marshalltown, Iowa 50158

RE: Amendment to Agreement for Engineering Services
S. 1st Street Parking Lot Stormwater Improvements
FOX File No. 7061-18A
City Project No. PLT19001

Dear Mr. Nickel:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for additional engineering services related to the **S. 1st Street Parking Lot Improvements Project**, hereafter referred to as the Project. We are pleased to submit this amendment to our scope of services to the agreement dated November 26, 2018. Based on discussions with city staff, additional services were required including survey staking services for the installation of electrical system upgrades in the area of the project to ensure that these elements were not installed in conflict with the proposed improvements. The following modifications or additional scope of services are included in the attached Amendment to the Agreement for Engineering Services for this project:

- Construction Staking Services

Scope of Services

Items included in this task series are those that FOX has identified as likely required for completion of the project. Our additional services will generally consist of the following work items:

Task 800 – Additional Construction Phase Staking Services

FOX Engineering completed the necessary construction survey staking services for the project including the following:

- Additional baseline and benchmark surveys
- Transformer staking surveys
- Proposed storm sewer location surveys

Fees and Schedule

The additional fees to be added as part of this amendment for the Project shall be as follows:

- Additional Construction Staking Services - \$3,875 – Fixed Fee

The additional surveying services have been completed.

This Amendment, the referenced Engineering Agreement for the S. 1st Street Parking Lot Improvements Project, and the referenced City of Marshalltown Public Works Department Standard Agreement for Engineering consisting of eight (8) pages, with exhibits and appendix, represents the entire understanding between the City of Marshalltown and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Amendment satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided in the attached Amendment.

Respectfully Submitted,
FOX Engineering Associates, Inc.



Senior Project Manager
Steven Soup, P.E., CFM

Attachments: Engineering Agreement for S. 1st Street Parking Lot Improvements Project
Exhibit K - Amendment No. 1

AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: November 26, 2018
- b. Owner: City of Marshalltown, Iowa
- c. Engineer: FOX Engineering Associates, Inc.
- d. Project: S. 1st Street Parking Lot Stormwater Improvements Project

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- X Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- X Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Agreement

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 25, 2021.

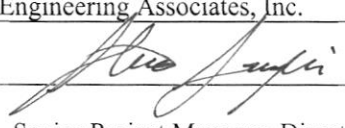
OWNER:

ENGINEER:

City of Marshalltown, Iowa

FOX Engineering Associates, Inc.

By: _____

By: 

Title: _____

Title: Senior Project Manager, Director

Date Signed: _____

Date Signed: 10/18/2021

This is **Attachment 1**, consisting of 1 page, to Amendment No.2, dated October 25, 2021.

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - a. Additional construction surveying staking services:
 - i. Additional baseline and benchmark surveys
 - ii. Transformer staking surveys
 - iii. Proposed storm sewer location surveys
2. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional compensation:
 - a. Additional Construction Staking Services - \$3,875 – Fixed Fee
3. For compensation of the distribution of plans and specifications during the bidding phase, add the following to Exhibit B:
 - B. Other Provisions Concerning Payment Under this Paragraph B1.02
 1. Prior to advertising for bids, the Engineer will determine and set an average unit price fee associated with the cost of preparation and distribution of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. This unit price shall include all costs associated with preparation and distribution, including but not limited to printing, assembling, packaging and shipment costs. The Owner shall pay the Engineer an amount equal to this unit price multiplied by the number of documents produced and distributed in accordance with Iowa law. This shall also include the costs of electronic distribution of project documents at a different unit price.
4. The schedule for the additional services provided for this project is as follows:
 - a. Reference Exhibit E, Project Schedule; add the following items:
 - i. For services already completed.

**RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING WENTHOLD EXCAVATING E. MERLE HIBBS EXTENSION
PROJECT, BEING PROJECT NO. ECO19001**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the E. Merle Hibbs Extension Project, and

WHEREAS, said project has been completed by Wenthold Excavating, pursuant to the plans and specifications all as is set forth in the Engineer's Statement of Completion covering said project.

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

Section 1. That the labor and material for the E. Merle Hibbs Extension Project, being project No. ECO19001, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Wenthold Excavating including the payment of the items called for in said contract and Statement of Completion.

Passed this 25th day of October 2021 and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Marshalltown	Owner's Project No.:	ECO19001
Engineer:	McClure Engineering	Engineer's Project No.:	
Contractor:	Wenthold Excavating	Contractor's Project No.:	
Project:	E. Merle Hibbs Boulevard East Extension		
Contract Name:	E. Merle Hibbs Boulevard East Extension		
Notice Date:	October 18, 2021	Effective Date of the Construction Contract:	6/22/2020

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

This Notice reflects and is an expression of the Engineer's professional opinion.

This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.

This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer.

This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature):

Name (*printed*):

Title:


Jay C. Koch, P.E.
Civil Engineer II

Jay C. Koch, P.E.

Civil Engineer II

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: ECO19001
Engineer: McClure Engineering Engineer's Project No.:
Contractor: Wenthold Excavating Contractor's Project No.:
Project: E. Merle Hibbs Boulevard East Extension
Contract Name: E. Merle Hibbs Boulevard East Extension

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

All work on project including warranty on seeding.

Date of Substantial Completion: **September 30, 2021**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

Seeding, fertilizing, and mulching warranty work.

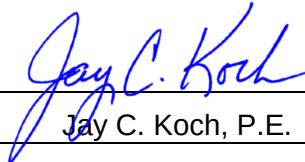
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):

Name (printed):

Title:



Jay C. Koch, P.E.

Civil Engineer II

MINUTES TO SET DATE FOR SALE OF
BONDS AND AUTHORIZE OFFICIAL
STATEMENT

422742-45

Marshalltown, Iowa

October 25, 2021

The City Council of the City of Marshalltown, Iowa, met on October 25, 2021, at _____ o'clock ____m. at the _____, in the City.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

• • • •

At the conclusion of the meeting and, upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution authorizing the use of a preliminary official statement in connection with the issuance of General Obligation Corporate Purpose Bonds, Series 2021 and setting the date for the sale of the Bonds

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa, heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system and storm water drainage improvements; (2) acquiring and installing street lighting, signage and signalization; and (3) undertaking nuisance abatement and/or acquisition, demolition and restoration of dangerous and dilapidated properties, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on September 27, 2021; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$200,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking parking lot improvements at the municipal softball complex, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of September 27, 2021, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City Council has combined the Essential Purpose Loan Agreement and the General Purpose Loan Agreement into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Speer Financial, Inc., as municipal financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to authorize the Financial Advisor to carry out such sale;

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

Section 1. The City staff is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Financial Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Financial Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City is hereby approved, and the Financial Advisor is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the appropriate City officials are hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 11:00 a.m. C.S.T. on November 8, 2021, at City Hall, 24 North Center Street, Marshalltown, Iowa, and the City Council shall meet on the same date at _____ o'clock _____.m., at the _____, in the City, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Financial Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the "Terms of Offering" attached to the P.O.S. and to be in such form as the Financial Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the Financial Advisor to use electronic bidding procedures for the sale of the Bonds through Speer Auction®, and hereby finds and determines that the Speer Auction® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 25, 2021.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA

COUNTY OF MARSHALL

SS:

CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to the approval a preliminary official statement and the approval of a date for the sale of Bonds, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2021.

City Clerk

October 19, 2021

Via Email

Alicia Hunter
City Clerk/City Hall
Marshalltown, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2021
Our File No. 422742-45

Dear Alicia:

We have prepared and attach the necessary proceedings setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”) and authorizing the use of a preliminary official statement (the “P.O.S.”) in connection therewith.

The proceedings attached include the following items:

1. Minutes of the meeting, followed by the resolution authorizing the use of a preliminary official statement in connection with the marketing of Bonds and setting November 8th as the date for the sale of Bonds.
2. Attestation Certificate with respect to the validity of the transcript.

Prior to the adoption of the resolution, you and the City Council should review the proposed P.O.S., which Speer Financial, Inc. is preparing, carefully for accuracy and to ensure that there are no important facts being left out of the document that might bear on potential risks to bond holders. It should be noted that, while we will review and comment on the limited portions of the document that are pertinent to our role as bond counsel, we have not been engaged as disclosure counsel and we will not engage in a full due diligence process to investigate the accuracy of financial data or any bond holder risks that are unknown to us, nor will we be providing any legal opinions with respect to the documents offering the Bonds for sale. **We are available to do this additional work as the City’s disclosure counsel if requested.**

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Diana Steiner
Jessica Kinser
Speer Financial, Inc.
Diana VanVleet

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

October 20 2021

To: Mayor Joel Greer
Members of the City Council

From: Diana Steiner, Finance Director

Re: Set date for sale of \$9,600,000 General Obligation Corporate Purpose Bonds Series 2021 and approve the preliminary official statement

Policy Issue: Under Iowa Code Sections 384.24A and 384.2A, the City can enter into a loan agreement to borrow money for any public purpose, but the Council must set a public hearing notice and then approve the bond. That hearing took place on September 27th and afterwards the Council approved moving forward with the bond issuance. The next step is for the Council to approve the Preliminary Official Statement (POS) before it is released into the market for the bond sale. As the governing body, the Council is responsible for reviewing the POS prior to voting on it for approval. (PLEASE NOTE THAT THE ENTIRE DOCUMENT IS 238 PAGES. The appendixes include the FY2020 Comprehensive Annual Financial Report which has already been approved by Council and the draft legal opinion, continuing disclosure certificate and issue price guidance, which is all standard and comes from Bond Counsel as a legal authority). The Council must also set the sale date of the bonds.

Recommendation: Speer Financial Inc., the City's municipal advisor, prepared the POS and staff have reviewed. Staff recommend approving the POS, which will then authorize the use of it by Speer Financial for any legal public purpose. Staff's recommendation is to set the bond sale on November 8, 2021. Sealed bids shall be received and canvassed on behalf of the City until 11 a.m. The Council can then accept the bids at the regular Council meeting that evening. At the November 22nd meeting, Council would authorize the issuance of the bonds. The proceeds from the bonds would be received on December 14th.

Background: The bonds will be used for the following projects:

6th St. Softball Complex Parking Lot (Reimb Resolution approved in April)	200,000
South Center Street Viaduct- Phases	1,700,000
Street Improvements	3,000,000
Downtown Implementation Plan (State Street Reconstruction)	3,500,000
Dangerous & Dilapidated Buildings	1,050,000

Budget Impact: The debt borrowed for the new projects could have an effect on the property tax levy depending on how much is collect in Local Option Sales Tax (LOST) and how much the Council is willing to contribute out of Council Designated funds like you have in the past. This will be discussed during the FY23 budget cycle.

Costs of issuance totaling up to approximately \$145,215. They include Speer Financial \$28,315, Bond Counsel \$21,000, Rating Agency \$18,000, Registrar Agent \$1,100 and Underwriter Discount of up to \$76,800.

Attachment: Preliminary Official Statement for 2021 GO Bond

cc: Jessica Kinser, City Administrator

New Issue

Date of Sale: Monday, November 8, 2021 (*Alternate Bid Methods*)
 Between 10:30 and 11:00 A.M., C.S.T. (*Closed Speer Auction*)
 Before 11:00 A.M., C.S.T. (*Sealed Bids*)

Investment Rating:
 Moody's Investors Service ...
 (Rating(s) Requested)

Official Statement

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming compliance with certain covenants, the interest on the Bonds will be excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax under the Internal Revenue Code of 1986 (the "Code"). In the opinion of Bond Counsel, the Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.



\$9,600,000*
CITY OF MARSHALLTOWN
Marshall County, Iowa
General Obligation Corporate Purpose Bonds, Series 2021

Dated Date of Delivery Book-Entry Bank Qualified Due Serially June 1, 2023 - 2034

The \$9,600,000* General Obligation Corporate Purpose Bonds, Series 2021 (the "Bonds") are being issued by the City of Marshalltown, Marshall County, Iowa (the "City"). Interest is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2022. Interest is calculated based on a 360-day year of twelve 30-day months. The Bonds will be issued using a book-entry system. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity will be registered in the name of Cede & Co., as nominee for DTC and no physical delivery of Bonds will be made to purchasers. The Bonds will mature on June 1 in the following years and amounts.

AMOUNTS*, MATURITIES, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS

Principal Amount*	Due June 1	Interest Rate	Price or Yield	CUSIP Number(1)	Principal Amount*	Due June 1	Interest Rate	Price or Yield	CUSIP Number(1)
\$630,000	2023	_____ %	_____ %	_____	\$815,000	2029	_____ %	_____ %	_____
735,000	2024	_____ %	_____ %	_____	830,000	2030	_____ %	_____ %	_____
750,000	2025	_____ %	_____ %	_____	845,000	2031	_____ %	_____ %	_____
765,000	2026	_____ %	_____ %	_____	865,000	2032	_____ %	_____ %	_____
780,000	2027	_____ %	_____ %	_____	885,000	2033	_____ %	_____ %	_____
795,000	2028	_____ %	_____ %	_____	905,000	2034	_____ %	_____ %	_____

Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

OPTIONAL REDEMPTION

Bonds due June 1, 2023 - 2029, inclusive, are not subject to optional redemption. Bonds due June 1, 2030 - 2034, inclusive, are callable in whole or in part on any date on or after June 1, 2029, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the City and within any maturity by lot. See "OPTIONAL REDEMPTION" herein.

PURPOSE, LEGALITY AND SECURITY

The proceeds of the Bonds are expected to be used to pay the costs of: (i) constructing street, water system, sanitary sewer system and stormwater drainage improvements; (ii) acquiring and installing street lighting, signage and signalization; (iii) undertaking nuisance abatement and/or acquisition, demolition and restoration of dangerous and dilapidated properties; (iv) parking lot improvements; and (v) issuing the Bonds.

In the opinion of Dorsey & Whitney LLP, Des Moines, Iowa, the Bonds are valid and binding general obligations of the City, and all taxable property within the boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. The City will furnish the written approving opinion of Bond Counsel, Dorsey & Whitney LLP, Des Moines, Iowa, evidencing legality of the Bonds and that the interest thereon is exempt from federal income as and to the extent discussed under the heading "TAX EXEMPTION AND RELATED CONSIDERATIONS" herein.

The City intends to designate the Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3) of the Internal Revenue Code of 1986.

This Official Statement is dated October 26, 2021, and has been prepared under the authority of the City. An electronic copy of this Official Statement is available from the www.speerfinancial.com web site under "Official Statement Sales Calendar". Additional copies may be obtained from Diana Steiner, Finance Director, City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa, 50158, or dsteiner@marshalltown-ia.gov or from the Registered Municipal Advisors to the City.

Speer Financial, Inc.
 INDEPENDENT MUNICIPAL ADVISORS • ESTABLISHED 1954
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*Subject to principal adjustment in accordance with the Official Terms of Offering.

(1) CUSIP numbers appearing in this Official Statement have been provided by the CUSIP Service Bureau, which is managed on behalf of the American Bankers Association by S&P Capital IQ, a part of McGraw Hill Financial Inc. The City is not responsible for the selection of CUSIP numbers and makes no representation as to their correctness on the Bonds or as set forth on the cover of this Official Statement.

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or corrected by the City from time to time (collectively, the “Official Statement”), may be treated as an Official Statement with respect to the Bonds described herein that is deemed near final as of the date hereof (or the date of any such supplement or correction) by the City.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law or deemed appropriate by the City, shall constitute a “Final Official Statement” of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. Any such addendum or addenda shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference. Alternatively, such final terms of the Bonds and other information may be included in a separate document entitled “Final Official Statement” rather than through supplementing the Official Statement by an addendum or addenda.

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representations with respect to the Bonds other than as contained in the Official Statement or the Final Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. Certain information contained in the Official Statement and the Final Official Statement may have been obtained from sources other than records of the City and, while believed to be reliable, is not guaranteed as to completeness. THE INFORMATION AND EXPRESSIONS OF OPINION IN THE OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THE OFFICIAL STATEMENT OR THE FINAL OFFICIAL STATEMENT NOR ANY SALE MADE UNDER EITHER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE RESPECTIVE DATES THEREOF.

References herein to laws, rules, regulations, ordinances, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to the Official Statement or the Final Official Statement, they will be furnished on request. This Official Statement does not constitute an offer to sell, or solicitation of an offer to buy, any securities to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful.

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APPENDIX B -DESCRIBING BOOK-ENTRY-ONLY ISSUANCE
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OFFICIAL BID FORM
OFFICIAL TERMS OF OFFERING
Exhibit A – Example Issue Price Certificate

BOND ISSUE SUMMARY

This Bond Issue Summary is expressly qualified by the entire Official Statement, including the Official Terms of Offering and the Official Bid Form, which are provided for the convenience of potential investors and should be reviewed in their entirety by potential investors.

Issuer:	City of Marshalltown, Marshall County, Iowa.
Issue:	\$9,600,000* General Obligation Corporate Purpose Bonds, Series 2021.
Dated Date:	Date of delivery (expected to be on or about December 14, 2021).
Interest Due:	Each June 1 and December 1, commencing December 1, 2022.
Principal Due:	Serially each June 1, commencing June 1, 2023 through 2034, as detailed on the cover page of this Official Statement.
Optional Redemption:	Bonds maturing on or after June 1, 2030, are callable at the option of the City on any date on or after June 1, 2029, at a price of par plus accrued interest. See “OPTIONAL REDEMPTION” herein.
Authorization:	The Bonds are being issued pursuant to authority established in Code of Iowa, 2021 as amended, Chapter 384 (the “Act”), and all laws amendatory thereof and supplementary thereto, and in conformity with a resolution (the “Resolution” or the “Bond Resolution”) of the City duly passed and approved.
Security:	The Bonds are valid and binding general obligations of the City, and all taxable property within the boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.
Investment Rating:	An investment rating for the Bonds has been requested from Moody’s Investors Service, New York, New York. See “INVESTMENT RATING” herein.
Purpose:	The proceeds of the Bonds will be used to pay the costs of: (i) constructing street, water system, sanitary sewer system and stormwater drainage improvements; (ii) acquiring and installing street lighting, signage and signalization; (iii) undertaking nuisance abatement and/or acquisition, demolition and restoration of dangerous and dilapidated properties; (iv) parking lot improvements; and (v) issuing the Bonds.
Tax Exemption:	Dorsey & Whitney LLP, Des Moines, Iowa, will provide an opinion as to the tax exemption of the Bonds as discussed under “TAX EXEMPTION AND RELATED TAX MATTERS” in this Official Statement.
Bank Qualified:	The City intends to designate the Bonds as “qualified tax-exempt obligations”.
Bond Registrar/Paying Agent:	UMB Bank, n.a., West Des Moines, Iowa (the “Registrar”).
Delivery:	The Bonds are expected to be delivered on or about December 14, 2021.
Book-Entry Form:	The Bonds will be registered in the name of Cede & Co. as nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository of the Bonds. See APPENDIX B herein.
Denomination:	\$5,000 or integral multiples thereof.
Municipal Advisor:	Speer Financial, Inc., Waterloo, Iowa and Chicago, Illinois.

*Subject to change.

CITY OF MARSHALLTOWN
Marshall County, Iowa

Joel Greer
Mayor

Council Members

Mike Gowdy

Al Hoop

Gabriel Isom

Mike Ladehoff

Bill Martin

Gary Thompson

Bethany Wirin

Officials

Jessica Kinser
City Administrator

Alicia Hunter
City Clerk

Diana Steiner
Finance Director

Roger Schoell, Esq.
City Attorney

SECURITY AND SOURCE OF PAYMENT

Pursuant to the Resolution and the Act, the Bonds and the interest thereon are general obligations of the City, and all taxable real property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. For a description of certain constitutional limits on the issuance of general obligation debt by the City, see “Debt Limitation” herein.

Section 76.2 of the Act provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of this resolution shall be filed with the County Auditor in which the City is located, giving rise to a duty of the County Auditor to annually enter this levy for collection from the taxable property within the boundaries of the City, until funds are realized to pay the bonds in full.

For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, the Resolution provides for the levy of a tax sufficient for that purpose on all the taxable property in the City in each of the years while the Bonds are outstanding. The City shall file a certified copy of the Resolution with the County Auditor, pursuant to which the County Auditor is instructed to enter for collection and assess the tax authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be deposited into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

BONDHOLDERS' RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the appendices hereto) in order to make a judgement as to whether the Bonds are an appropriate investment.

COVID-19

The City is monitoring developments and directives of federal, state and local officials to determine what precautions and procedures the City may need to implement or revise in light of the spread of COVID-19. Some procedures and precautions resulting from the spread of COVID-19 with respect to operations, personnel and services may be mandated by federal and/or state entities. Because of the unprecedented nature of COVID-19, the behavior of businesses and people is being altered in a manner that cannot fully be determined or predicted but has had negative effects on economic activity, and therefore could adversely affect the financial condition of the City, either directly or indirectly. The continued spread of COVID-19 in the future may: (i) limit the ability of the City to conduct its operations in an historically normal manner, (ii) increase the cost of operations of the City, (iii) impact the ability of the City to provide personnel to carry out the services routinely provided by the City, (iv) impact certain revenues received by the City, as further described below, (v) affect the secondary market with respect to the Bonds, and (vi) affect liquidity sources of the City.

The City is monitoring both expenses and revenues of the City that might be impacted by COVID-19, including the road use tax fund receipts (statewide gas tax) and local option sales tax receipts. The City does not currently expect to amend its fiscal year 2022 budget due to material COVID-19-related financial impacts, however, it is too soon to fully predict the extent and duration any COVID-19-related financial impacts may have on the City. The City has received CARES ACT funding for the police, fire, transit and airport departments and FEMA funds for personal protective equipment, disinfectants etc. The City will continue to seek financial support from federal or state COVID-19 related loan or grant programs as available. The City anticipates receipt of \$3.97 million in American Rescue Plan Act of 2021 funds, payable in fiscal years 2022 and 2023. The City plans to apply approximately \$2.85 million of such to infrastructure projects and the remainder of the funds have not been allocated to a specific project as this time.

This information is based on current information available to the City that may be incomplete and unknown. This information is forward-looking and subject to change.

Derecho Storm

The City had a Derecho Storm on August 10, 2020. The City is seeking public assistance for approximately \$5.3 million. The City has also requested financial assistance for street repairs and private property demolitions. It is anticipated that 75% would be reimbursed from FEMA and 10% from the State. The City is waiting for FEMA to obligate the projects.

Changes in Property Taxation

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds.

Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential impact on the Bonds and the security for the Bonds.

Matters Relating to Enforceability of Agreements

Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution or the Loan Agreement. The remedies available to the Bondholders upon an event of default under the Resolution or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the Resolution may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies will result in sufficient funds to pay all amounts due under the Resolution or the Loan Agreement, including principal of and interest on the Bonds.

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular bond or note issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Ratings Loss

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "___" to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

Various factors, including additional regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Tax Matters, Bank Qualification and Loss of Tax Exemption

As discussed under the heading “**TAX EXEMPTION AND RELATED TAX MATTERS**” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

The City intends to designate the Bonds as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The City has further covenanted to comply with certain other requirements, which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code. Actions, or inactions, by the City in violation of its covenants could affect the designation, which could also affect the pricing and marketability of the Bonds.

It is possible that legislation will be proposed or introduced that could result in changes in the way that tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of any pending or future legislation being enacted or whether the currently proposed terms of any pending legislation will be altered or removed during the legislative process cannot be reliably predicted.

It is also possible that actions of the City after the closing of the Bonds will alter the tax status of the Bonds, and, in the extreme, remove the tax exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

DTC-Beneficial Owners

Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See **APPENDIX B – Describing Book-Entry Only Issuance.**

Pension and OPEB Benefits

The City participates in two public pension systems, Iowa Public Employee's Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI). Summary descriptions of each Plan follows, for more detail as to each available plans see **APPENDIX A – Note 7.**

In fiscal year 2020, pursuant to the IPERS' required rate, the City's Regular employees (members) contributed 6.29% of covered payroll and the City contributed 9.44% of covered payroll, for a total rate of 15.73%. The City's contributions to IPERS for the year ended June 30, 2020 were \$616,287. The City's share of the contributions, payable from the applicable funds of the City, is provided by a statutorily authorized annual levy of taxes without limit or restriction as to rate or amount. The City has always made its full required contributions to IPERS.

At June 30, 2020, the City reported a liability of \$4,594,347 for its proportionate share of the IPERS net pension liability. The net pension liability was measured as of June 30, 2019 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The discount rate used to measure the total pension liability was 7%. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers.

In fiscal year 2020, pursuant to the MFPRSI's required rate, the City's employees (members) contributed 9.40% of earnable compensation and the City contributed 24.41% of covered payroll, for a total rate of 33.81%. The City's contributions to MFPRSI for the year ended June 30, 2020 were \$1,105,918. The City's share of the contributions, payable from the applicable funds of the City, is provided by a statutorily authorized annual levy of taxes without limit or restriction as to rate or amount. The City has always made its full required contributions to MFPRSI.

At June 30, 2020, the City reported a liability of \$9,473,600 for its proportionate share of the MFPRSI net pension liability. The net pension liability was measured as of June 30, 2019 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers.

The City operates a single-employer retiree benefit plan which provides postemployment medical and dental benefits for retirees and their spouses. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

The following table shows the City's changes in total OPEB liability:

Total OPEB Liability Beginning of year.....	\$15,227,115
Changes for the year:	
Service Cost.....	276,589
Interest.....	270,079
Net Difference between projected and actual earnings on pension plan investments	(953,812)
Change in Assumptions.....	894,265
Benefit Payments	(523,029)
Net Changes	(35,908)
Total OPEB Liability End of Year.....	\$15,191,207

See **APPENDIX A – Notes (7) and (8)** herein for further discussion of the City's employee retirement benefit obligations.

Bond Counsel, the Municipal Advisor, and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from IPERS or MFPRSI discussed above or included on the IPERS or MFPRSI websites, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS or MFPRSI websites.

Continuing Disclosure

A failure by the City to comply with continuing disclosure obligations (see **"CONTINUING DISCLOSURE"** herein) will not constitute an event of default on the Bonds. Any such failure must be disclosed in accordance with Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and may adversely affect the transferability and liquidity of the Bonds and their market price.

The City will covenant in a Continuing Disclosure Certificate for the benefit of the Owners and Beneficial Owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City no later than June 30, commencing with the fiscal year ending June 30, 2021, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See **"APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE."** The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in **"APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE."** These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) (the "Rule").

Cybersecurity

The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition. The City has a Cyber-Liability and Cyber-Breach Policy. The City cannot predict whether this policy will be sufficient in the event of a cyberattack. However, the Bonds are secured by an unlimited ad valorem property tax as described herein. See **"SECURITY AND SOURCE OF PAYMENT"** herein.

Suitability of Investment

The interest rate borne by the Bonds is intended to compensate the investor for assuming the risk of investing in the Bonds. Each prospective investor should carefully examine this Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

Bankruptcy and Insolvency

The rights and remedies provided in the Resolution may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under chapter nine of the federal bankruptcy code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the City fails to comply with its covenants under the Resolution or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under sections 76.16 and 76.16A of the Code of Iowa, as amended, a city, county, or other political subdivision may become a debtor under chapter nine of the federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, "debt" means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) that all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) that such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) that as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) that the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Code of Iowa, or other political subdivision.

Legislation

From time to time, there are proposals pending in Congress and in the Iowa Legislature that could, if enacted, alter or amend one or more of the matters described herein in certain respects or would adversely affect the market value of the Bonds, or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further such proposals may impact the marketability or market value of the Bonds simply by being proposed. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. In addition regulatory actions are from time to time announced or proposed, and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

During the 2019 legislative session, the Iowa General Assembly passed Senate File 634 which was later signed into law by the Governor. This bill modifies the process for hearing and approval of the total maximum property tax dollars under certain levies in the City budget, including levies for the General Fund, the Emergency Fund, Trust and Agency Funds for pensions, insurance, transit, civic centers, certain bridges, sanitary disposal, and emergency management. The bill also includes a provision that requires the affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula. The bill does not change the process for hearing and approval of the Debt Service Levy pledged for repayment of the Bonds. It is too early to evaluate the effect this legislation will have on the overall financial position of the City or its ability to fund essential services.

Loss of Tax Base

Economic and other factors beyond the City's control, such as economic recession, deflation of property values, or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the corporate boundaries of the City. In addition, the State of Iowa has been susceptible to tornados, flooding and other extreme weather wherein winds and flooding have from time to time caused significant damage, which if such events were to occur, may have an adverse impact on the City's financial position. The City believes it has employed adequate risk-mitigation strategies to limit future damage due to climate change or natural disaster, but it is impossible to predict the impact, cost or necessity of future recovery or mitigation efforts.

Tax Levy Procedures

The Bonds are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the taxable property valuation within the City. See **"PROPERTY ASSESSMENT AND TAX INFORMATION"** herein for more details. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Bonds for a particular fiscal year may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution for the Bonds) may have to be enforced from year to year.

Federal Funds Orders and State Funds Legislation

Various federal executive orders, and Iowa Code Chapter 27A (collectively "ICE Enforcement Initiatives"), impose requirements intended to ensure compliance with the federal immigration detainment processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount could negatively impact the City's overall financial position and may affect its rating and could slow down completion of certain of the Projects. However, the Bonds are secured by an unlimited ad valorem property tax and are not secured by state or federal funds. See **"SECURITY AND SOURCE OF PAYMENT"** herein.

Other Factors

An investment in the Bonds involves an element of risk. The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the Appendices hereto.

THE CITY

The City is located in East Central Iowa and was incorporated in 1863 under the laws of the state of Iowa (the "State"), later amended in July 1975, under the City Home Rule Act. The City is approximately 19.19 square miles. The City is the largest city in Marshall County (the "County").

City Organization and Services

The City operates by ordinance under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The Mayor and Council are elected for a four year staggered term rotation, allowing continuity within the membership. Four of the council members are elected from within their respective districts. The Mayor and the three remaining council members are elected at large. The City Administrator, hired by the City Council; is responsible for carrying out the policies and ordinances of the council, overseeing the day-to-day operations of the government, and for hiring the City Clerk and department managers. Policy is established by the Mayor and the City Council.

The City employs approximately 176 full-time equivalent employees, including sworn police officers and firefighters. The different City departments are organized under four unions. The union contracts have been ratified and expire on June 30, 2022 for UAW and June 30, 2024 for PPME, Police, & Fire.

The City provides the following services as authorized by its charter: public safety, public works, health and social services, culture and recreation, and community development. The City also provides additional services including sewage collection and disposal, compost facility, a transit system, storm water system, and municipal parking lots. The Fire Department has 10 trucks and special vehicles and two motorized boats, and operates out of one station, which is now in the same building as the Police Department. City government services are administered at City Hall. The City owns and operates a water works system and a sewage collection, and secondary treatment system. The City's Water Works is organized as a separate entity and is managed by a separate board of trustees, which is appointed.

Community Life

The City considers itself a central hub for the State and offers four diverse golf courses, art galleries, historic Main Street, antique shopping, annual festivals and events/architectural tours, Lincoln Highway, indoor and outdoor aquatic centers, and 9.6 miles of bike and walking trails. The City is located just 30 miles north of the Iowa Speedway of Newton and close to vineyards and wineries, a Las Vegas-style casino and other attractions. The City offers a small-town lifestyle within reach of a large metropolitan area for culture and transportation.

Many quality of life projects are currently underway in the community. The Marshalltown Arts and Civic Center, owned by the Fisher Governor Foundation, is being renovated and will house the Fisher Art Museum and a collection of Impressionist art work. The Marshall County Arts and Culture Alliance has also worked with community groups and businesses to bring a number of murals to life in the Downtown and 13th Street District. A new sculpture is also being installed outside the Marshalltown Community School District's Performing Arts Center. The City is partnering with the Alliance to create a community art and culture master plan in 2022.

Outdoor recreational trails and parks have become very popular in the last year as residents and visitors alike seek outdoor experiences. West End Park has a new shelter and improvements, creating an event space for the 13th Street District. The City is also undertaking its first pocket park in Downtown between two City-owned buildings. This park will feature a pickleball court and a unique public art project of sidewalk poetry. The City also partnered with the Marshalltown Community School District to create the Marshalltown Court Complex, a new tennis and pickleball court complex which opened in late 2020 and recently received an Outstanding Facility Award from the U.S. Tennis Association. Trails are also an important aspect of life in the City. The City is redoing approximately three miles of trail in the City, while partnering with TRAILS Inc., a local non-profit, on the expansion of the Iowa River's Edge Trail north into Marshall County.

Education

The Marshalltown Community School District is the largest of two school districts serving the City and has a total certified enrollment of 5,332 students for the 2020-21 school year. East Marshall School District has a certified enrollment of 576 students.

Vocational and technical education courses are available from Iowa Valley Community College District. The community college district is comprised of Ellsworth Community College in Iowa Falls, Iowa Valley Continuing Education, Buena Vista College and Marshalltown Community College in the City, and Iowa Valley Grinnell, located in Grinnell. The Iowa Valley Community College District has enrollment of approximately 3,300 full-time and part-time students. College and graduate level degree programs are available from several colleges and universities including the University of Iowa, located 100 miles southeast of the City in Iowa City; Iowa State University, located 41 miles west of the City in Ames, Drake University, located 52 miles southwest in Des Moines, and the University of Northern Iowa located 52 miles northeast in Cedar Falls.

Transportation

The City is located 52 miles northeast of Des Moines, Iowa, approximately 245 miles northeast of Kansas City, Missouri and, 320 miles west of Chicago, Illinois. It is accessible by U.S. Highway 30 and State Highway 14. Interstate 80 runs south of the City approximately 30 miles, linking the City to other communities east and west throughout Iowa and the nation. The Union Pacific Railroad runs through the City and provides a direct route from Chicago to the West Coast. Its north-south lines run through nearby Des Moines connecting Minneapolis and Kansas City.

Recent Events

The City of Marshalltown continues to recover from the 2018 tornado and the 2020 derecho. Recovery efforts are still heavily focused in the Downtown. In June 2021, the City Council accepted the Downtown Implementation Plan, a planning effort which took concepts and recommendations from the Downtown Master Plan and created a programmable implementation list. More than \$35 million of work was identified, including the replacement of aging utilities and pavement. The first phase of work will begin in 2022, with the complete reconstruction of six blocks of State Street. City staff continues to pursue funding for future phases.

In addition to the reconstruction of public infrastructure, the City has taken a leading role in the recovery of buildings and businesses in the Downtown. The City, through court-ordered title or outright purchase, has acquired five properties on or near Main Street, with three others in a legal process to be declared abandoned and the City to take title. This will result in multiple demolitions occurring in 2022. The City will partner with the Marshalltown Area Chamber of Commerce to create redevelopment options to market to developers.

In addition to the City's work, three Downtown buildings will be undergoing significant renovations starting in 2022. The Hopkins and Willard Buildings sit side-by-side and will have newly renovated first floor commercial spaces (not available since 2018) with a total of 14 upper story housing units between the two buildings. The total renovation for both buildings, which are owned by the same developer, is estimated to be around \$4 million. The Gildners Building is also undergoing a renovation of more than \$1 million to create three new upper story housing units and a large first floor commercial space which is the future home of the Marshalltown Area Chamber of Commerce. The City has also been awarded a \$500,000 Downtown Revitalization Grant through the Iowa Economic Development Authority to do façade work on 11 storefronts. This work will also start in 2022.

Housing has been a direct focus in the community recently. The City has pledged \$250,000 to a \$1 million goal set by the Chamber of Commerce to provide \$10,000 grants to 100 new construction homes (owner-occupied, single family and attached). After seeing all greenfield residential lots purchased in 2020, the City partnered with a developer to create a new subdivision with 42 new lots. The City used a development agreement with tax increment financing (TIF) to reimburse the developer for the new infrastructure required. Construction of infrastructure is underway and lot sales for new construction are expected in 2022. The City is also partnering with a developer on a small subdivision with owner-occupied townhomes and duplexes near a number of recreational amenities. The City will install a street, sanitary and storm sewer, with the developer picking up the costs of the other infrastructure. This street will be built in 2022. The City has partnered with a developer working with JBS, the City's largest employer, who is building apartments for JBS employees. This will involve the installation of a public street and infrastructure, with work also expected in 2022.

The City will undertake the construction of the Edgewood Industrial Park in 2022. Grants from the Iowa Department of Transportation and the U.S. Economic Development Administration are covering more than 75 percent of the costs to construct a new bypass roadway from Highway 14 to Marion Street and JBS. This will divert approximately 150 - 200 semi-trucks each day off of Highway 14 and away from a mix of residential and commercial properties. This opens up around 40 acres of land owned by the City which is zoned for heavy industry. The new roadway is anticipated to be open by the end of calendar year 2022.

SOCIOECONOMIC INFORMATION

The following demographic information is for the City. Additional comparisons are made with the County and the State.

Population

The following table reflects population trends for the City, the County and the State.

Population Comparison(1)

Year	The City	Percent Change	The County	Percent Change	The State	Percent Change
1970	26,219	n/a	41,076	n/a	2,824,376	n/a
1980	26,938	2.74%	41,652	1.40%	2,913,808	3.17%
1990	25,178	(6.53)%	38,276	(8.11)%	2,776,755	(4.70)%
2000	26,009	3.30%	39,311	2.70%	2,926,324	5.39%
2010	27,552	5.93%	40,648	3.40%	3,046,355	4.10%
2020	27,591	0.14%	40,105	(1.34)%	3,190,369	4.73%

Note: (1) Source: U.S. Bureau of the Census.

Employment

Following are lists of large employers located in the City.

Major City Employers(1)

Name	Product/Service	Approximate Employment (2)
JBS USA, LLC. a/k/a Swift & Company	Pork Processing.....	2,300
Emerson Process Management, LLC	Relays and Industrial Controls	1,135
Lennox Industries, Inc.	Refrigeration and Heating Equipment	915
Iowa Veterans Home	Nursing Care Facility	865
Marshalltown Community School District	Education	850
Iowa Valley Community College District	Higher Education	835(3)
Unity Point Health.....	Health Care	400
Hy-Vee	Grocery Store	340
Walmart.....	Retail Store.....	300
City of Marshalltown	Government.....	190
Marshall County	Government.....	180
McFarland Clinic.....	Health Care	145
Packaging Corporation of America	Shipping Containers	130
Marshalltown Company	Masonry and Concrete Tools	100
Mechdyne Corporation	Electronic Computers.....	100
Mid-Iowa Workshops, Inc.	Packaging and Assembling.....	100

Note: (1) Source: Area Chamber of Commerce, selected telephone surveys and the 2021 Manufacturers database.
(2) Includes part-time employees and seasonal employees.
(3) Includes all employees of the District including those in facilities not located in the City.

The following tables show employment by industry and by occupation for the City, the County and the State as reported by the U.S. Census Bureau 2015 - 2019 American Community Survey 5-year estimated values.

Employment By Industry(1)

Classification	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Agriculture, forestry, fishing and hunting, and mining.....	257	2.1%	653	3.4%	60,131	3.7%
Construction.....	938	7.6%	1,352	7.1%	103,928	6.4%
Manufacturing.....	3,821	30.9%	5,043	26.7%	240,510	14.9%
Wholesale trade.....	191	1.5%	316	1.7%	45,805	2.8%
Retail trade.....	1,567	12.7%	2,261	12.0%	186,537	11.6%
Transportation and warehousing, and utilities.....	397	3.2%	755	4.0%	78,935	4.9%
Information.....	134	1.1%	201	1.1%	25,498	1.6%
Finance and insurance, and real estate and rental and leasing.....	380	3.1%	768	4.1%	123,750	7.7%
Professional, scientific, and management, and administrative and waste management services.....	845	6.8%	1,153	6.1%	118,156	7.3%
Educational services, and health care and social assistance.....	2,207	17.9%	3,873	20.5%	393,873	24.4%
Arts, entertainment, and recreation, and accommodation and food services.....	915	7.4%	1,312	6.9%	119,270	7.4%
Other services, except public administration.....	422	3.4%	642	3.4%	68,012	4.2%
Public administration.....	286	2.3%	572	3.0%	49,497	3.1%
Total.....	12,360	100.0%	18,901	100.0%	1,613,902	100.0%

Note: (1) Source: U. S. Bureau of the Census, American Community Survey 5-Year Estimates from 2015 - 2019.

Employment By Occupation(1)

Classification	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Management, business, science, and arts occupations.....	3,048	24.6%	5,093	26.9%	585,013	36.2%
Service occupations.....	2,159	17.5%	3,112	16.5%	262,868	16.3%
Sales and office occupations.....	2,063	16.7%	3,524	18.7%	333,318	20.7%
Natural resources, construction, and maintenance occupations.....	1,358	11.0%	2,079	11.0%	153,908	9.5%
Production, transportation, and material moving occupations.....	3,732	30.2%	5,093	26.9%	278,795	17.3%
Total.....	12,360	100.0%	18,901	100.0%	1,613,902	100.0%

Note: (1) Source: U. S. Bureau of the Census, American Community Survey 5-Year Estimates from 2015 - 2019.

The following shows the annual average unemployment rates for the City, the County, the State and the United States.

Annual Average Unemployment Rates(1)(2)

Calendar Year	The City	The County	The State	United States
2012.....	6.8%	6.4%	5.1%	8.1%
2013.....	6.5%	6.0%	4.7%	7.4%
2014.....	5.8%	5.4%	4.2%	6.2%
2015.....	5.6%	5.1%	3.7%	5.3%
2016.....	5.4%	4.9%	3.6%	4.9%
2017.....	5.3%	4.6%	3.1%	4.4%
2018.....	8.2%	4.4%	2.6%	3.9%
2019.....	6.9%	4.5%	2.8%	3.7%
2020(3).....	8.2%	7.1%	5.3%	8.1%
2021(3)(4).....	5.7%	5.0%	3.8%	5.3%

- Notes: (1) Source: Iowa Workforce Development and U.S. Bureau of Labor Statistics.
(2) Not seasonally adjusted.
(3) The increase in unemployment rates may be attributable to the COVID-19 pandemic. See "BONDHOLDERS RISKS – COVID-19" herein.
(4) Preliminary rates for the month of August 2021.

Building Permits

Building permits have averaged \$53,293,400 annually over the last five fiscal years in the City, excluding the value of land.

City Building Permits(1) (Excludes the Value of Land)

Fiscal Year	Number of Permits	Total Value
2012.....	159	\$ 15,798,000
2013.....	143	18,988,000
2014.....	114	53,428,000
2015.....	126	37,843,000
2016.....	131	25,349,000
2017.....	148	29,485,000
2018.....	119	31,354,000
2019(2)	364	43,966,000
2020(2)	178	37,118,000
2021(3)	262	124,544,000

Notes: (1) Source: the City.
(2) Increase partially due to a tornado in July 2018.
(3) Increase partially due to large commercial development including the local hospital, medical clinics, school district and community college.

Housing

The U.S. Census Bureau 5-year estimated values reported that the median value of the City's owner-occupied homes was \$94,300. This compares to \$106,000 for the County and \$147,800 for the State. The following table represents the five year average market value of specified owner-occupied units for the City, the County and the State at the time of the 2015 - 2019 American Community Survey.

Home Values(1)

Value	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Less than \$50,000	881	13.3%	1,239	11.4%	79,312	8.8%
\$50,000 to \$99,999.....	2,742	41.2%	3,844	35.4%	187,081	20.8%
\$100,000 to \$149,999.....	1,484	22.3%	2,524	23.2%	191,070	21.2%
\$150,000 to \$199,999.....	806	12.1%	1,409	13.0%	156,091	17.4%
\$200,000 to \$299,999.....	467	7.0%	1,128	10.4%	164,192	18.3%
\$300,000 to \$499,999.....	186	2.8%	545	5.0%	92,482	10.3%
\$500,000 to \$999,999.....	32	0.5%	109	1.0%	23,930	2.7%
\$1,000,000 or more	53	0.8%	70	0.6%	5,065	0.5%
Total	6,651	100.0%	10,868	100.0%	899,223	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2015 - 2019.

Mortgage Status(1)

Mortgage Status	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Housing units with a mortgage.....	4,191	63.0%	6,516	60.0%	544,728	60.6%
Housing units without a mortgage.....	2,460	37.0%	4,352	40.0%	354,495	39.4%
Total	6,651	100.0%	10,868	100.0%	899,223	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2015 - 2019.

Income

The U.S. Census Bureau 5-year estimated values reported that the City had a median family income of \$63,280. This compares to \$69,134 for the County and \$77,099 for the State. The following table represents the distribution of family incomes for the City, the County and the State at the time of the 2015 - 2019 American Community Survey.

Family Income(1)

Income	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Less than \$10,000	255	4.0%	338	3.4%	22,636	2.8%
\$10,000 to \$14,999	128	2.0%	160	1.6%	14,901	1.9%
\$15,000 to \$24,999	461	7.2%	571	5.7%	41,343	5.1%
\$25,000 to \$34,999	624	9.8%	838	8.4%	54,569	6.8%
\$35,000 to \$49,999	809	12.7%	1,143	11.5%	93,819	11.7%
\$50,000 to \$74,999	1,589	24.9%	2,392	24.1%	160,975	20.1%
\$75,000 to \$99,999	1,057	16.6%	1,770	17.8%	139,580	17.4%
\$100,000 to \$149,999	1,041	16.3%	1,942	19.5%	164,129	20.4%
\$150,000 to \$199,999	253	4.0%	508	5.1%	59,624	7.4%
\$200,000 or more	157	2.5%	283	2.8%	51,250	6.4%
Total	6,374	100.0%	9,945	100.0%	802,826	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2015 to 2019.

The U.S. Census Bureau 5-year estimated values reported that the City had a median household income of \$52,035. This compares to \$56,437 for the County and \$60,523 for the State. The following table represents the distribution of household incomes for the City, the County and the State at the time of the 2015 - 2019 American Community Survey.

Household Income(1)

Income	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Less than \$10,000	602	5.9%	758	4.9%	66,420	5.3%
\$10,000 to \$14,999	558	5.4%	716	4.6%	52,441	4.1%
\$15,000 to \$24,999	1,029	10.0%	1,422	9.2%	115,414	9.1%
\$25,000 to \$34,999	1,239	12.1%	1,724	11.2%	119,165	9.4%
\$35,000 to \$49,999	1,470	14.3%	2,049	13.3%	168,905	13.4%
\$50,000 to \$74,999	2,284	22.2%	3,412	22.1%	243,004	19.2%
\$75,000 to \$99,999	1,325	12.9%	2,126	13.8%	181,100	14.3%
\$100,000 to \$149,999	1,274	12.4%	2,271	14.7%	194,116	15.3%
\$150,000 to \$199,999	335	3.3%	642	4.2%	66,951	5.3%
\$200,000 or more	157	1.5%	299	1.9%	57,957	4.6%
Total	10,273	100.0%	15,419	100.0%	1,265,473	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2015 - 2019.

Agriculture

Shown below is information on the agricultural value of the County and the statewide average.

Average Value Per Acre(1)

	2016	2017	2018	2019	2020
Average Value Per Acre:					
The County	\$7,474	\$7,676	\$7,471	\$7,863	\$8,146
State of Iowa	7,183	7,326	7,264	7,432	7,559

Note: (1) Source: Cooperative Extension Service - Iowa State University.

Local Option Sales Tax

The City approved a 1% local option sales and service tax (“Local Option Tax”) at a special referendum. The Local Option Tax for the City became effective April 1, 2000. In 2011 the City held a referendum, which was approved by voters, to extend the Local Option Tax through fiscal year 2025. The City held a special referendum on August 1, 2017 to change the allocation of the Local Option Tax. The City’s Local Option Tax proceeds are designated 78% for property tax relief, and the remaining 22% to be used for any legal purpose.

Once approved, a Local Option Tax can only be repealed through a public referendum at which a majority voting approve the repeal or tax rate change, or, in certain circumstances, upon adoption of a motion by the governing body of the incorporated city requesting the repeal. If a Local Option Tax is not imposed county-wide, then the question of repeal is voted upon only by voters in such areas of a county where the tax has been imposed. A Local Option Tax may not be repealed within one year of the effective date.

The State of Iowa Department of Revenue (the “Department”) administers collection and disbursement of all local option sales and services taxes in conjunction with administration of the State-wide sales, services and use tax presently assessed at 6%. The Department is required by statute to remit at least 95% of the estimated tax receipts to a county board of supervisors (for taxes imposed in unincorporated areas) and to each incorporated city. Such remittances are on a monthly basis. Once a year the Department reconciles its monthly estimated payments and makes an adjustment payment or debit at the November 10 payment date. Remittance of collections within a county are based upon the following statutory formula for county-wide collections:

- 75 percent: Based on a pro rata share of population (the most recent certified federal census) of those incorporated or unincorporated areas in a county which have approved a Local Option Tax.
- 25 percent: Based on a pro rata share of total property tax dollars levied during the three year period beginning July 1, 1982, through June 30, 1985, for those incorporated or unincorporated areas of a county which have approved a Local Option Tax.

Local Option Taxes are based on the same sales currently taxed by the state-wide 6% sales and services tax, with the present statutory exceptions of (i) certain sales of motor fuel or special fuel as defined in Chapter 452A, (ii) the sale of natural gas or electric energy in a city or county where the gross receipts are subject to a franchise fee or user fee during the period the franchise or user fee is imposed, (iii) the sales price from a pay television service consisting of a direct-to-home satellite service, or (iv) the sale of equipment by the State Department of Transportation.

The following table shows the trend of City Local Option tax receipts.

Local Option Tax Receipts(1)

Fiscal Year Ending June 30	Local Option Sales Tax Receipts(2)	Percent Change +(-)
2013.....	\$2,895,143	n/a
2014.....	3,014,944	4.14%
2015.....	3,165,062	4.98%
2016.....	4,323,828	36.61%(3)
2017.....	3,273,231	(24.30%)
2018.....	3,177,721	(2.92%)
2019.....	3,591,861	13.03%
2020.....	3,850,716	7.21%
2021.....	3,697,871(4)	(3.97%)
2022.....	4,125,619(4)	11.57%

- Notes:
- (1) Source: Iowa Department of Revenue.
 - (2) Includes a reconciliation payment in November attributable to the previous fiscal year.
 - (3) Increase due to large construction project in the City with additional temporary workers living in the City during that time.
 - (4) Collections received or expected to be received, not including any allowance for the reconciliation payment.

Retail Sales

The Department of Revenue of the State of Iowa provides retail sales figures based on sales tax reports for years ending June 30. The Department of Revenue figures provide recent data to confirm trends in retail sales activity in the City. The following amounts exclude the City's Local Option Tax.

Retail Taxable Sales⁽¹⁾

<u>Fiscal Year</u> <u>Ending June 30</u>	<u>Taxable</u> <u>Sales</u>	<u>Annual Percent</u> <u>Change + (-)</u>
2011	304,662,931	n/a
2012	322,643,986	5.90%
2013	321,699,702	(0.29%)
2014	328,920,980	2.24%
2015	331,780,905	0.87%
2016	352,326,540	6.19%
2017	360,825,713	2.41%
2018	361,952,959	0.31%
2019	375,183,985	3.66%(2)
2020	359,899,562	(4.07%)
Growth from 2011 to 2020		18.13%

- Notes (1) Source: the Iowa Department of Revenue.
(2) Increase due in part to tornado damage repairs.

THE PROJECT

Bond proceeds will be used to pay the costs of: (i) constructing street, water system, sanitary sewer system and stormwater drainage improvements; (ii) acquiring and installing street lighting, signage and signalization; (iii) undertaking nuisance abatement and/or acquisition, demolition and restoration of dangerous and dilapidated properties; (iv) parking lot improvements; and (v) issuing the Bonds.

DEFAULT RECORD

The City has no record of default and has met its debt repayment obligations promptly.

SHORT-TERM BORROWING

The City has not issued tax anticipation warrants or revenue anticipation notes during the last five years to meet its short-term current year cash flow requirements.

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DEBT INFORMATION

After issuance of the Bonds, the City will have outstanding \$52,665,000* principal amount of general obligation debt. In addition, the City has outstanding approximately \$9,834,000 principal amount of sewer revenue debt.

Debt Limitation

The constitutional general obligation debt limit of a political subdivision of the state of Iowa is equal to five percent (5%) of the actual value of taxable property within its borders. According to and based upon the January 1, 2020 property valuations, for taxes payable in September 2021 and March 2022 the general obligation debt limit of the City for the period which began July 1, 2021 and ends June 30, 2022 is:

2020 100% Actual Valuation of Property	\$1,730,954,025
Constitutional Debt Limit	\$ 86,547,701
Outstanding Bonds/Notes Applicable to Debt Limit:	
Total G.O. Debt Subject to Debt Limit.....	\$ 52,665,000*
Other Legal Indebtedness (TIF Rebates)	<u>2,032,149</u>
Total Applicable Debt	<u>\$ 54,697,149*</u>
Remaining Debt Capacity.....	\$ 31,850,552*

The City does not expect to issue any additional general obligation debt in fiscal year 2022.

Summary of Outstanding General Obligation Bonded Debt(1) (Principal Only)

Series 2012A	\$ 1,675,000
Series 2012B	610,000
Series 2013A	1,000,000
Series 2015.....	950,000
Series 2016A	3,350,000
Series 2016B	3,035,000
Series 2017.....	11,505,000
Series 2018.....	2,400,000
Series 2019.....	7,725,000
Series 2020A	8,785,000
Series 2020B	2,030,000
The Bonds(2)	<u>9,600,000</u>
Total(2)	<u>\$52,665,000</u>

Notes: (1) Source: the City.
(2) Subject to change.

*Subject to change.

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General Obligation Debt(1)
 (Principal Only)

Fiscal Year Ending June 30	Series 2012A	Series 2012B	Series 2013A	Series 2015	Series 2016A	Series 2016B	Series 2017	Series 2018	Series 2019	Series 2020A
2022	\$ 425,000	\$320,000	\$1,000,000	\$350,000	\$ 340,000	\$ 260,000	\$ 100,000	\$ 0	\$ 815,000	\$ 760,000
2023	425,000	290,000	0	375,000	550,000	270,000	505,000	110,000	840,000	790,000
2024	400,000	0	0	225,000	580,000	275,000	515,000	350,000	1,160,000	790,000
2025	425,000	0	0	0	605,000	275,000	535,000	360,000	1,195,000	800,000
2026	0	0	0	0	170,000	475,000	350,000	375,000	1,220,000	1,275,000
2027	0	0	0	0	175,000	485,000	360,000	385,000	650,000	1,305,000
2028	0	0	0	0	220,000	495,000	375,000	400,000	650,000	660,000
2029	0	0	0	0	230,000	500,000	390,000	420,000	600,000	775,000
2030	0	0	0	0	235,000	0	915,000	0	595,000	775,000
2031	0	0	0	0	245,000	0	950,000	0	0	425,000
2032	0	0	0	0	0	0	990,000	0	0	430,000
2033	0	0	0	0	0	0	1,020,000	0	0	0
2034	0	0	0	0	0	0	1,060,000	0	0	0
2035	0	0	0	0	0	0	1,105,000	0	0	0
2036	0	0	0	0	0	0	1,155,000	0	0	0
2037	0	0	0	0	0	0	1,180,000	0	0	0
Total	\$1,675,000	\$610,000	\$1,000,000	\$950,000	\$3,350,000	\$3,035,000	\$11,505,000	\$2,400,000	\$7,725,000	\$8,785,000

Fiscal Year Ending June 30	Series 2020B	Total Outstanding General Obligation Debt	The Bonds(2)	Total General Obligation Debt(2)	Cumulative Principal Retired(2)	
					Amount	Percent
2022	\$ 0	\$ 4,700,000	\$ 0	\$ 4,370,000	\$ 4,370,000	8.30%
2023	0	4,155,000	630,000	4,785,000	9,155,000	17.38%
2024	210,000	4,505,000	735,000	5,240,000	14,395,000	27.33%
2025	210,000	4,405,000	750,000	5,155,000	19,550,000	37.12%
2026	215,000	4,080,000	765,000	4,845,000	24,395,000	46.32%
2027	220,000	3,580,000	780,000	4,360,000	28,755,000	54.60%
2028	225,000	3,025,000	795,000	3,820,000	32,575,000	61.85%
2029	230,000	3,145,000	815,000	3,960,000	36,535,000	69.37%
2030	235,000	2,755,000	830,000	3,585,000	40,120,000	76.18%
2031	240,000	1,860,000	845,000	2,705,000	42,825,000	81.32%
2032	245,000	1,665,000	865,000	2,530,000	45,355,000	86.12%
2033	0	1,020,000	885,000	1,905,000	47,260,000	89.74%
2034	0	1,060,000	905,000	1,965,000	49,225,000	93.47%
2035	0	1,105,000	0	1,105,000	50,330,000	95.57%
2036	0	1,155,000	0	1,155,000	51,485,000	97.76%
2037	0	1,180,000	0	1,180,000	52,665,000	100.00%
Total	\$2,030,000	\$43,065,000	\$9,600,000	\$52,665,000		

Notes: (1) Source: the City. For term bonds, mandatory redemption amounts are shown.
 (2) Subject to change.

Statement of Bonded Indebtedness(1)(2)

City Actual Value, January 1, 2020.....	\$1,730,954,025
City Taxable Value, January 1, 2020	\$ 939,398,141

	Total	Applicable Percent	Amount	Ratio to City Actual Value	Ratio to City Taxable Value	Per Capita (2020 Pop. 27,591)
Direct Bonded Debt(3).....	\$52,665,000	100.00%	\$52,665,000	3.04%	5.61%	\$1,908.77
Overlapping Debt:						
Marshalltown Community School District.....	\$ 7,750,000	79.58%	\$ 6,167,807	0.36%	0.66%	\$ 223.54
East Marshall Community School District	1,858,340	1.08%	20,040	0.00%	0.00%	0.73
Iowa Valley Community College District(4) ..	13,305,000	16.13%	2,146,351	0.12%	0.23%	77.79
Marshall County	0	46.53%	0	0.00%	0.00%	0.00
Total Applicable Overlapping Bonded Debt			\$ 8,334,197	0.48%	0.89%	\$ 302.06
Total Direct and Overlapping Bonded Debt(4)			\$60,999,197	3.52%	6.49%	\$2,210.84

Per Capita Actual Value	\$62,736.18
Per Capita Taxable Value.....	\$34,047.27

- Notes: (1) Source: the City, Audited Financial Statements and Treasurer of the State of Iowa - Outstanding Obligations Report, debt as of June 30, 2020 for the School District, Community College and County.
(2) As of the date of issuance for the Direct Bonded Debt and June 30, 2020 for Overlapping Debt.
(3) Subject to change.
(4) Excludes \$5,270,000 in Industrial New Jobs Training Certificates, which are expected to be paid by proceeds from anticipated job credits from withholding taxes.

PROPERTY ASSESSMENT AND TAX INFORMATION

Property Tax Assessment

In compliance with Section 441.21 of the Code of Iowa, as amended, the State Director of Revenue annually directs all county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The final values, called Actual Valuation, are then adjusted by the County Auditor. Taxable Valuation subject to tax levy is then determined by the application of State determined rollback percentages, principally to residential property.

Beginning in 1978, the State required a reduction in Actual Valuation to reduce the impact of inflation on its residents. The resulting value is defined as the Taxable Valuation. Such rollback percentages may be changed in future years. Certain historical rollback percentages for residential, multi-residential, agricultural and commercial valuations are as follows:

Percentages for Taxable Valuation After Rollbacks(1)

Fiscal Year	Residential	Multi- Residential(2)	Ag Land & Buildings	Commercial & Industrial
2012/13.....	50.7518%	N/A	57.5411%	100.0000%
2013/14.....	52.8166%	N/A	59.9334%	100.0000%
2014/15.....	54.4002%	N/A	43.3997%	95.0000%
2015/16.....	55.7335%	N/A	44.7021%	90.0000%
2016/17.....	55.6259%	86.2500%	46.1068%	90.0000%
2017/18.....	56.9391%	82.5000%	47.4996%	90.0000%
2018/19.....	55.6209%	78.7500%	54.4480%	90.0000%
2019/20.....	56.9180%	75.0000%	56.1324%	90.0000%
2020/21.....	55.0743%	71.2500%	81.4832%	90.0000%
2021/22.....	56.4094%	67.5000%	84.0305%	90.0000%

- Notes: (1) Source: the Iowa Department of Revenue.
(2) New category beginning with fiscal year 2017, to be phased into residential category with valuations beginning January 1, 2022, per House File 418 signed into law on March 8, 2021.

Property is assessed on a calendar year basis. The assessments finalized as of January 1 of each year are applied to the following tax year. For example, the assessments finalized on January 1, 2020, are used to calculate tax liability for the tax year starting July 1, 2021 through June 30, 2022.

Property Tax Collection

Each county is required by State law to collect all tax levies within its jurisdiction and remit, before the fifteenth of each month, the amount collected through the last day of the preceding month to underlying units of government, including the City. Property tax payments are made at the office of each county treasurer in full or one-half by September 30 and March 31, pursuant to the Code of Iowa, Sections 445.36 and 445.37. Where the first half of any property tax has not been paid by October 1, such installment becomes delinquent. If the second installment is not paid, it becomes delinquent on April 1. Delinquent taxes and special assessments are subject to a penalty at the rate of one and one-half percent per month, to a maximum of eighteen percent per annum.

If taxes are not paid when due, the property may be offered at the regular tax sale on the third Tuesday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property, and funds so received are applied to the payment of taxes. A property owner may redeem from the regular tax sale, but failing redemption within two years, the tax sale purchaser is entitled to a deed which in general conveys the title free and clear of all liens except future installments of taxes.

Actual (100%) Valuations for the City(1)(2)

Property Class	Fiscal Year: Levy Year:	2017/18 2016	2018/19 2017	2019/20 2018	2020/21 2019	2021/22 2020
Residential		\$809,821,936	\$855,070,536	\$859,085,432	\$915,662,012	\$921,442,289
Agricultural		9,853,499	8,601,940	8,500,040	6,860,080	6,713,730
Commercial		217,077,808	226,758,898	229,893,416	241,524,110	241,397,185
Industrial		71,218,793	68,45,170	69,089,497	65,997,471	70,332,860
Multi-residential		32,339,360	36,899,124	43,549,331	38,832,294	43,784,014
Railroads		4,334,016	4,311,857	4,625,251	5,117,476	5,353,467
Utilities without Gas and Electric(3)		2,825,595	2,908,138	3,145,957	2,514,528	1,847,440
Gas and Electric Utility(3)		307,764,842	375,124,239	435,377,442	445,705,906	441,966,524
Less: Military Exemption		(2,405,701)	(2,272,404)	(2,170,544)	(2,018,680)	(1,883,484)
Total		\$1,452,830,148	\$4,575,947,498	\$1,651,195,822	\$1,720,195,197	\$1,730,954,025
Percent Change +/-		6.47%(4)	8.47%	4.77%	4.18%	0.63%

- Notes: (1) Source: Iowa Department of Management.
(2) Includes tax increment finance (TIF) valuations used in the following amounts:

January 1:	2016	2017	2018	2019	2020
TIF Valuation	\$ 5,394,151	\$24,539,106	\$17,723,868	\$17,610,264	\$24,793,485

- (3) See "PROPERTY TAX INFORMATION - Utility Property Tax Replacement" herein.
(4) Based on 2015 Actual Valuation of \$1,364,512,112.

For the January 1, 2020 levy year, the City's Taxable Valuation was comprised of approximately 55% residential, 23% commercial, 11% utilities, 7% industrial, 3% multi-residential, and less than 1% agriculture and military exemption.

Taxable ("Rollback") Valuations for the City(1)(2)

Property Class	Fiscal Year: Levy Year:	2017/18 2016	2018/19 2017	2019/20 2018	2020/21 2019	2021/22 2020
Residential		\$461,105,154	\$475,597,834	\$488,974,237	\$504,294,410	\$519,779,974
Agricultural		4,680,367	4,683,585	4,771,279	5,589,811	5,641,583
Commercial		195,370,030	204,083,012	206,904,079	217,371,702	217,257,468
Industrial		64,096,916	61,690,655	62,180,549	59,397,726	63,299,576
Multi-residential		26,680,016	29,058,092	32,737,082	27,668,035	29,554,257
Railroads		3,900,614	3,880,671	4,162,726	4,605,728	4,818,120
Utilities without Gas and Electric(3)		2,825,595	2,908,138	3,145,957	2,514,528	1,820,631
Gas and Electric Utility(3)		73,018,143	83,472,038	99,912,110	108,397,416	99,110,016
Less: Military Exemption		(2,405,701)	(2,272,404)	(2,170,544)	(2,018,680)	(1,883,484)
Total		\$829,271,134	\$863,101,621	\$900,617,475	\$927,820,676	\$939,398,141
Percent Change +/-		3.37%(4)	4.08%	4.35%	3.02%	1.25%

- Notes: (1) Source: Iowa Department of Management.
(2) Includes tax increment finance (TIF) valuations used in the following amounts:

January 1:	2016	2017	2018	2019	2020
TIF Valuation	\$ 5,394,151	\$24,539,106	\$17,723,868	\$17,610,264	\$24,793,485

- (3) See "PROPERTY TAX INFORMATION - Utility Property Tax Replacement" herein.
(4) Based on 2015 Actual Valuation of \$802,224,689.

The following shows the trend in the City's tax extensions and collections.

Tax Extensions and Collections(1)

Levy Year	Fiscal Year	Amount Levied	Amount Collected(2)	Percent Collected
2011.....	2012-13.....	\$10,317,995	\$10,329,141	100.11%
2012.....	2013-14.....	10,535,094	10,482,871	99.50%
2013.....	2014-15.....	10,397,290	10,388,476	99.92%
2014.....	2015-16.....	10,329,114	10,317,745	99.89%
2015.....	2016-17.....	11,100,009	11,058,824	99.63%
2016.....	2017-18.....	11,436,367	11,388,008	99.58%
2017.....	2018-19.....	11,502,245	11,156,512	96.99%
2018.....	2019-20.....	12,004,303	11,396,732(3)	94.94%
2019.....	2020-21.....	12,285,038	12,558,330(3)	102.22%
2020.....	2021-22.....	12,483,630	- -In Collection - -	

- Notes: (1) Source: the State of Iowa Department of Management and the City. Does not include Levies or Collections for Utility Replacement or the City's tax increment finance district.
- (2) Includes delinquent taxes.
- (3) Due to the pandemic, the Governor extended the property tax due date from March 31 to July 31, 2020 and no penalties or interest would be incurred until that date.

Principal Taxpayers(1)

<u>Taxpayer Name</u>	<u>Business/Service</u>	Levy Year 2020 <u>Taxable Valuation(2)</u>
Interstate Power & Light Company	Utility	\$ 93,452,231
JBS USA, LLC	Meat Processing	21,345,218
Fisher Controls International.....	Manufacturing	19,269,765
Menards, Inc.....	Manufacturing & Retail Store	13,982,526
Unity Point Health Marshalltown	Health Care	11,403,738
Walmart.....	Retail Store.....	9,705,969
Lennox Manufacturing Inc.....	Manufacturing.....	7,420,118
ITC Midwest, LLC	Utility	6,271,487
Union Pacific Railroad	Railroad	4,818,120
Abilit Holdings Glenwood Place, LLC.....	Assisted Living Facility.....	4,660,427
Total		\$192,329,599
Ten Largest Taxpayers as Percent of City's 2020 Taxable Valuation (\$939,398,141)		20.47%

- Notes: (1) Source: the County.
- (2) Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers listed contain multiple parcels and it is possible that some parcels and their valuations have been overlooked.

Levy Limits

Normal municipal operations and maintenance costs are generally funded through the corporate property tax levy. Iowa State Code does not allow the municipal general fund to be taxed above \$8.10 per thousand dollars of taxable value in any one year. In addition to the General Fund, there are several other tax funds that the City can create and use for specific purposes.

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The property tax rates for the City from levy year 2016 through levy year 2020 are shown below:

Property Tax Rates⁽¹⁾⁽²⁾
(Per \$1,000 Actual Valuation)

	Fiscal Year: Levy Year:	2017/18 2016	2018/19 2017	2019/20 2018	2020/21 2019	2021/22 2020
City:						
General Fund		\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000
Emergency Levy		0.27000	0.27000	0.27000	0.27000	0.27000
Debt Service Fund		3.61913	0.84653	0.99979	1.07205	1.04953
Employee Benefits		1.77860	4.45181	4.34652	4.34372	4.43710
Capital Improvement		0.67499	0.67500	0.67499	0.67500	0.67500
Other		0.83886	0.93824	0.99304	0.92357	0.83000
Total City		\$15.28158	\$15.28158	\$15.38434	\$15.38434	\$15.36163
Marshall County		\$ 6.71518	\$ 6.32150	\$ 6.01018	\$ 6.01018	\$ 6.20707
Marshalltown Community School District		17.94963	17.99365	18.33912	18.34688	18.13904
Iowa Valley Community College District		1.36842	0.99668	0.88409	1.58101	1.65540
Other		0.38863	0.36181	0.36500	0.41850	0.41695
Total Tax Rate		\$41.70344	\$40.95522	\$40.98273	\$41.74091	\$41.78009

Notes: (1) Source: Iowa Department of Management.
(2) Does not include the tax rate for agriculture.

Tax Levy Procedures

The Bonds are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Bonds for a particular fiscal year may cause Bond holders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the resolution for the Bonds) may have to be enforced from year to year.

Notwithstanding the foregoing, Iowa Code section 76.2 provides when an Iowa political subdivision issues general obligation bonds, “the governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditor(s) to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full.”

Utility Property Tax Replacement

Property owned by entities involved primarily in the production, delivery, service and sale of electricity and natural gas (“Utilities”) pay a replacement tax based upon the delivery of energy by Utilities in lieu of property taxes. All replacement taxes are allocated among local taxing bodies by the State Department of Revenue and the Department of Management. This allocation is made in accordance with a general allocation formula developed by the Department of Management on the basis of general property tax equivalents. Utility properties paying the replacement tax are exempt from the levy of property tax by political subdivisions. In addition to the replacement tax, Utility property will continue to be valued by a special method as provided in the statute and taxed at the rate of three cents per one thousand dollars for the general fund of the State.

By statute, the replacement tax collected by the State and allocated among local taxing bodies (including the City) shall be treated as property tax when received and shall be disposed of by the county treasurer as taxes on real estate. It is possible that the general obligation debt capacity of the City could be adjudicated to be proportionately reduced in future years if Utility property were determined to be other than “taxable property” for purposes of computing the City’s debt limit under Article XI of the Constitution of the State of Iowa. There can be no assurance that future legislation will not (i) operate to reduce the amount of debt the City can issue or (ii) adversely affect the City’s ability to levy taxes in the future for the payment of the principal of and interest on its outstanding debt obligations, including the Bonds. Approximately 11% of the City’s levy year 2020 taxable valuation currently is utility property.

Tax Increment Financing

The Code of Iowa currently authorizes the use of two types of tax increment financing by local taxing districts in the State of Iowa. The first type allows local governments to establish TIF districts for the purposes of financing designated urban renewal projects which contribute to the urban redevelopment and economic development of the immediate area. The taxable valuation used for this type of TIF district in the City for levy year 2020 is \$939,398,141.

The second type of tax increment financing was authorized by state legislative action in the mid-1980’s. The area community colleges can establish TIF districts by contract with specific local businesses and industries to provide jobs training programming for new employees of existing expanding businesses or employees of new businesses. The revenues from these job training TIF districts then retires the debt incurred from the issuance of jobs training certificates which finance the cost of jobs training programming over a maximum of ten years. Upon payment of all jobs training certificates, the district dissolves and the incremental value from the new or expanded business reverts to the general tax base. There is no current valuation for this second type of TIF district.

Legislation

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on the future tax collections of the City. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

During the 2019 legislative session, the Iowa General Assembly enacted Senate File 634 (the “2019 Act”). This bill modifies the process for hearing and approval of the total maximum property tax dollars under certain levies in the county budget. The bill also includes a provision that will require the affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula.

The 2019 Act does not change the process for hearing and approval of the Debt Service Levy pledged for repayment of the Bonds. It is too early to evaluate the affect the 2019 Act will have on the overall financial position of the City or its ability to fund essential services.

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the “2013 Act”). Among other things, the Act (i) reduced the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property to 3%, (ii) assigned a “rollback” (the percentage of a property’s value that is subject to tax) to commercial, industrial and railroad property of 90%, (iii) created a new property tax classification for multi-residential properties (apartments, nursing homes, assisted living facilities and certain other rental property) and assigned a declining rollback percentage to such properties for each year until the residential rollback percentage is reached in the 2022 assessment year, after which the rollback percentage for such properties will be equal to the residential rollback percentage each assessment year, and (iv) exempted a specified portion of the assessed value of telecommunication properties.

During the 2021 Iowa Legislative session, House File 418 was signed into law on March 8, 2021, applicable to valuations beginning January 1, 2022 (the “2021 Act”). HF418 removes the multi-residential property classification by reclassifying certain properties as subdivision of “residential” property. The multi-residential classification was created as part of the January 1, 2015 valuations, and became unnecessary due to the equalization of the residential and multi-residential classifications as of January 1, 2022.

The 2013 Act included a standing appropriation to replace some of the tax revenues lost by local governments due to the rollback. Iowa Code section 441.21A established this standing appropriation for reimbursement to local governments (backfill). However, SF 619, passed by the legislature on May 19, 2021 and subsequently signed into law by Governor Reynolds, phases out backfill payments beginning with fiscal years beginning on or after July 1, 2022. For cities and counties, the backfill is eliminated through annual reductions over five or eight years, depending on assessed valuation growth from 2012 to 2019. School district backfill payments will be eliminated after fiscal year 2022. Taxing authorities that are not schools, cities, or counties will have their backfill payments phased out over eight years. SF 619 also implements a tax credit for property owned by persons who are at least 70 years of age and whose annual household income is not more than 250% of the federal poverty level guidelines published by the U.S. Department of Health and Human Services. The expanded credit is available for claims filed on or after January 1, 2022. The expanded credit is exempt from the provisions of Iowa Code section 25B.7(1), which imposes a State requirement to fully fund changes to property tax credits. The legislation is anticipated to result in reduced property tax revenues as a result of the phased out property tax replacement claims and also due to expansion of the Elderly Property Tax Credit.

Notwithstanding any decrease in property tax revenues that may result from the 2013 Act, the 2019 Act or the 2021 Act or Senate File 619, the Bonds are secured by an unlimited ad valorem property tax as described more fully in the **“SECURITY AND SOURCE OF PAYMENT”** herein.

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes by the City.

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FINANCIAL INFORMATION

Investment Policy

Each investment made by the City must be authorized by applicable law and the City's Investment Policy. Only the City Treasurer and City Administrator, as limited by a special City resolution, and others authorized by resolution of the City may invest City funds. The City Treasurer when investing or depositing public funds is required to exercise care, skill, prudence, and diligence.

Financial Reports

The City's financial statements are audited annually by certified public accountants. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. The accounting policies of the City conform to accounting principles generally accepted in the United States of America as applicable to governments. See **APPENDIX A** for more detail.

No Consent or Updated Information Requested of the Auditor

The tables and excerpts (collectively, the "Excerpted Financial Information") contained in this "**FINANCIAL INFORMATION**" section are from the audited financial statements of the City, including the audited financial statements for the fiscal year ended June 30, 2020 (the "2020 Audit"). The 2020 Audit has been prepared EideBailly, P.C., Certified Public Accountants, Dubuque, Iowa, (the "Auditor"), and received by the City Council. The City has not requested the Auditor to update information contained in the Excerpted Financial Information and the 2020 Audit; nor has the City requested that the Auditor consent to the use of the Excerpted Financial Information and the 2020 Audit in this Official Statement. The inclusion of the Excerpted Financial Information and the 2020 Audit in this Official Statement in and of itself is not intended to demonstrate the fiscal condition of the City since the date of the 2020 Audit. Questions or inquiries relating to financial information of the City since the date of the 2020 Audit should be directed to the City.

Summary Financial Information

The following tables are summaries and do not purport to be the complete audits, copies of which are available upon request. See **APPENDIX A** for the City's 2020 Audit. The City expects its General Fund balance for the fiscal year ending June 30, 2021 to increase by approximately \$1,179,409. The City has approved a budget for fiscal year 2022 with an anticipated decrease to the General Fund balance of approximately \$62,000. To date, revenues and expenditures are generally within budgeted amounts.

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Statement of Net Position Governmental Activities(1)

	Audited as of June 30				
	2016	2017	2018	2019	2020
Assets:					
Cash and Cash Equivalents.....	\$ 19,233,676	\$ 26,605,875	\$ 31,366,951	\$ 28,442,351	\$ 32,087,986
Receivables					
Property Taxes:					
Delinquent	103,928	116,944	106,690	159,143	221,295
Succeeding Year	12,034,777	12,552,215	12,777,819	13,541,388	13,952,661
Accounts and Unbilled Usage.....	733,888	272,505	379,945	316,230	334,896
Special Assessments.....	37,888	28,735	22,691	11,325	5,069
Due from Component Unit.....	13,223	13,355	10,543	9,669	13,132
Due from Other Governments.....	2,520,104	1,731,970	1,176,660	908,408	1,864,773
Inventories.....	115,380	134,370	108,688	9,930	38,250
Prepaid Items	275,975	323,946	308,782	309,682	340,551
Capital Assets					
Land	4,000,014	4,665,014	4,665,014	4,753,531	4,771,231
Land Improvements.....	2,476,257	2,583,059	2,661,109	2,661,109	3,337,450
Buildings and Structures.....	17,707,821	17,707,821	17,666,013	17,358,592	31,881,317
Equipment and Vehicles	16,899,577	17,046,381	17,023,927	17,447,455	18,678,781
Infrastructure	39,738,566	40,792,336	44,392,621	44,952,134	45,265,388
Construction in Progress	1,182,096	3,074,150	7,743,788	17,697,205	6,270,987
Accumulated Depreciation	(39,140,202)	(41,434,434)	(43,367,637)	(45,398,420)	(47,491,793)
Total Assets.....	<u>\$ 77,932,968</u>	<u>\$ 86,214,242</u>	<u>\$ 97,043,604</u>	<u>\$ 103,179,732</u>	<u>\$ 111,571,974</u>
Deferred Outflows of Resources:					
OPEB Related Deferred Outflows.....	\$ 0	\$ 0	\$ 171,204	\$ 1,099,321	\$ 2,190,160
Pension Related Deferred Outflows.....	<u>2,413,973</u>	<u>4,628,479</u>	<u>3,775,500</u>	<u>3,943,108</u>	<u>3,512,736</u>
Total Deferred Outflows of Resources	<u>\$ 2,413,973</u>	<u>\$ 4,628,479</u>	<u>\$ 3,946,704</u>	<u>\$ 5,042,429</u>	<u>\$ 5,702,896</u>
Liabilities:					
Accounts Payable.....	\$ 1,176,610	\$ 1,947,009	\$ 2,136,418	\$ 1,471,162	\$ 1,972,568
Accrued Payroll and Payroll Benefits	169,252	250,341	269,092	244,870	381,319
Retainage Payable	65,988	91,859	285,545	495,914	111,178
Deposits Payable.....	147,156	155,678	156,989	166,024	173,447
Due to Other Governments.....	123,866	111,375	179,988	113,191	119,649
Accrued Interest Payable.....	31,868	45,739	64,150	100,795	169,832
Noncurrent Liabilities:					
Due Within One Year					
Bonds and Notes Payable	2,716,447	3,684,361	3,348,761	3,358,486	3,353,486
Compensated Absences Payable	256,980	266,107	230,866	241,758	250,285
Due in More Than One Year					
Bonds and Notes Payable	16,835,192	20,183,972	29,723,035	28,734,897	31,004,278
Compensated Absences Payable	860,815	864,338	995,639	908,280	958,750
Net Pension Liability	10,158,993	13,402,626	12,407,249	12,808,440	12,784,910
Total OPEB Liability.....	<u>3,779,077</u>	<u>4,517,049</u>	<u>12,099,201</u>	<u>13,402,991</u>	<u>13,633,963</u>
Total Liabilities.....	<u>\$ 36,322,244</u>	<u>\$ 45,520,454</u>	<u>\$ 61,896,933</u>	<u>\$ 62,046,808</u>	<u>\$ 64,913,665</u>
Deferred Inflows of Resources:					
Succeeding Year Property Taxes	\$ 12,034,777	\$ 12,552,215	\$ 12,777,819	\$ 13,541,388	\$ 13,952,661
Pension Related Deferred Inflows.....	1,294,912	453,289	748,998	787,242	1,304,587
OPEB Related Deferred Inflows.....	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>831,104</u>
Total Deferred Inflows of Resources	<u>\$ 13,329,689</u>	<u>\$ 13,005,504</u>	<u>\$ 13,526,817</u>	<u>\$ 14,328,630</u>	<u>\$ 16,088,352</u>
Net Position:					
Net Investment in Capital Assets	\$ 34,132,724	\$ 35,605,495	\$ 37,973,695	\$ 39,411,094	\$ 41,349,928
Restricted for:					
Capital Improvements.....	10,281,063	8,244,518	6,373,088	8,547,182	9,074,627
Community Development	184,110	284,226	240,951	221,172	129,967
Debt Service.....	107,604	237,889	111,879	154,543	146,008
Employee Benefits.....	2,396,249	2,877,960	2,881,903	3,251,172	3,384,974
Emergency Communications	492,293	608,779	0	0	0
Other Purposes	3,345,316	3,358,869	3,542,203	4,141,993	5,440,645
Unrestricted.....	<u>(20,244,351)</u>	<u>(18,900,973)</u>	<u>(25,557,161)</u>	<u>(23,880,433)</u>	<u>(23,253,296)</u>
Total Net Position	<u>\$ 30,695,008</u>	<u>\$ 32,316,763</u>	<u>\$ 25,566,558</u>	<u>\$ 31,846,723</u>	<u>\$ 36,272,853</u>

Note: (1) Source: Audited financial statements of the City for the fiscal years ended June 30, 2016 through 2020.

Statement of Activities Governmental Activities(1)

	Audited for Year Ended June 30				
	2016	2017	2018	2019	2020
Functions/Programs:					
Governmental Activities:					
Public Safety	\$ (7,781,174)	\$ (9,493,551)	\$(10,763,566)	\$ (8,620,039)	\$(11,177,360)
Public Works	(880,391)	(3,352,764)	(1,211,455)	(1,304,762)	279,025
Health and Social Services	(307,071)	(92,948)	27,789	686,446	(405,859)
Culture and Recreation	(2,687,881)	(2,401,815)	(2,259,481)	154,136	(640,489)
Community and Economic Development	109,178	(897,964)	(737,057)	(1,179,831)	(1,562,320)
General Government	(1,034,934)	(392,869)	(1,457,924)	(1,386,637)	(938,371)
Interest on Long-Term Debt	(429,891)	(429,296)	(764,344)	(806,440)	(938,277)
Total Governmental Activities	<u>\$(13,012,164)</u>	<u>\$(17,061,207)</u>	<u>\$(17,166,038)</u>	<u>\$(12,457,127)</u>	<u>\$(15,383,651)</u>
General Revenues:					
Taxes:					
Property	\$ 9,534,568	\$ 10,156,476	\$ 10,510,365	\$ 10,611,119	\$ 10,834,252
Tax Increment Financing	1,276,898	435,098	164,523	814,444	578,569
Local Options Sales	4,248,087	3,476,514	3,121,920	3,330,991	4,003,548
Utility Excise	903,826	938,662	1,105,221	1,287,287	1,647,405
Hotel/Motel	542,180	479,576	403,116	567,559	469,544
Mobile Homes	12,931	17,682	28,612	13,554	12,399
Unrestricted:					
State Generated Revenues	1,244,225	1,384,158	1,331,709	1,353,217	1,284,875
Investment Earnings	90,717	113,371	456,079	678,426	655,282
Miscellaneous Revenues	551,452	645,749	561,844	297,453	331,183
Transfers	(441,321)	1,035,676	(49,377)	(216,758)	(7,276)
Total General Revenues and Transfers	<u>\$ 17,963,563</u>	<u>\$ 18,682,962</u>	<u>\$ 17,634,012</u>	<u>\$ 18,737,292</u>	<u>\$ 19,809,781</u>
Change In Net Position	\$ 4,951,399	\$ 1,621,755	\$ 467,974	\$ 6,280,165	\$ 4,426,130
Net Position - Beginning	<u>\$ 25,743,609</u>	<u>\$ 30,695,008</u>	<u>\$ 25,098,584(2)</u>	<u>\$ 25,566,558</u>	<u>\$ 31,846,723</u>
Net Position - Ending	<u>\$ 30,695,008</u>	<u>\$ 32,316,763</u>	<u>\$ 25,566,558</u>	<u>\$ 31,846,723</u>	<u>\$ 36,272,853</u>

Notes: (1) Source: Audited financial statements of the City for the fiscal years ended June 30, 2016 through 2020.
 (2) Restated due to GASB 68 implementation.

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Balance Sheet General Fund(1)

	Audited as of June 30				
	2016	2017	2018	2019	2020
Assets:					
Cash and Cash Equivalents.....	\$ 3,395,312	\$ 3,712,289	\$ 4,404,578	\$ 4,723,539	\$ 4,830,940
Receivables					
Property Taxes:					
Delinquent.....	54,452	64,677	62,339	85,168	122,100
Succeeding Year.....	7,016,662	7,336,744	7,550,859	7,999,133	8,179,700
Accounts and Unbilled Usage.....	191,908	188,653	121,747	141,307	209,957
Due from Other Funds.....	99,211	25,874	8,353	57,438	294,411
Due from Component Unit.....	13,223	13,355	10,543	9,669	13,132
Due from Other Governments.....	228,597	279,883	137,151	152,778	123,999
Prepaid Items.....	221,785	266,203	256,518	284,681	323,334
Total Assets.....	<u>\$11,221,150</u>	<u>\$11,887,678</u>	<u>\$12,552,088</u>	<u>\$13,453,713</u>	<u>\$14,097,573</u>
Liabilities, Deferred Inflows of Resources, And Fund Balances:					
Liabilities:					
Accounts Payable.....	\$ 112,878	\$ 245,086	\$ 215,255	\$ 132,443	\$ 158,155
Accrued Payroll and Payroll Benefits.....	159,689	236,408	258,411	233,957	366,581
Retainage Payable.....	0	2,770	0	0	0
Due to Other Governments.....	114,214	98,533	101,679	97,214	116,811
Total Liabilities.....	<u>\$ 386,781</u>	<u>\$ 582,797</u>	<u>\$ 575,345</u>	<u>\$ 463,614</u>	<u>\$ 641,547</u>
Deferred Inflows of Resources:					
Unavailable Revenue - Property Taxes.....	\$ 7,016,662	\$ 7,336,744	\$ 7,550,859	\$ 7,999,133	\$ 8,179,700
Unavailable Revenue - Other.....	99,158	37,185	21,261	25,543	70,676
Unavailable Revenue - Intergovernmental.....	0	50,770	12,219	26,297	0
Total Deferred Inflows of Resources.....	<u>\$ 7,115,820</u>	<u>\$ 7,424,699</u>	<u>\$ 7,584,339</u>	<u>\$ 8,050,973</u>	<u>\$ 8,250,376</u>
Fund Balances:					
Nonspendable.....	\$ 221,785	\$ 266,203	\$ 256,518	\$ 284,681	\$ 323,334
Restricted.....	725,844	812,092	932,307	581,566	425,925
Committed.....	250,000	250,000	250,000	250,000	250,000
Unassigned.....	2,520,920	2,551,887	2,953,579	3,822,879	4,206,391
Total Fund Balances.....	<u>\$ 3,718,549</u>	<u>\$ 3,880,182</u>	<u>\$ 4,392,404</u>	<u>\$ 4,939,126</u>	<u>\$ 5,205,650</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances.....	<u>\$11,221,150</u>	<u>\$11,887,678</u>	<u>\$12,552,088</u>	<u>\$13,453,713</u>	<u>\$14,097,573</u>

Note: (1) Source: Audited financial statements of the City for the fiscal years ended June 30, 2016 through 2020.

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Statement of Revenues, Expenditures and Changes in Fund Balances General Fund(1)

	Audited Fiscal Year Ended June 30				
	2016	2017	2018	2019	2020
Revenues:					
Property Taxes	\$ 5,541,436	\$ 5,923,793	\$ 6,140,079	\$ 6,270,127	\$ 6,398,640
Other City Taxes	1,308,014	1,253,732	1,264,471	1,541,378	1,655,123
Use of Money and Property	98,862	136,919	226,643	336,767	335,356
Licenses and Permits	289,261	285,839	238,263	395,611	295,022
Intergovernmental	1,263,374	1,327,827	1,195,623	985,762	990,904
Charges for Service	958,113	974,800	953,243	881,447	830,076
Miscellaneous	200,544	121,109	141,494	328,455	185,605
Total Revenue	<u>\$ 9,659,604</u>	<u>\$10,024,019</u>	<u>\$10,159,816</u>	<u>\$10,739,547</u>	<u>\$10,690,726</u>
Expenditures:					
Current:					
Public Safety	\$ 8,472,255	\$ 8,980,687	\$ 9,176,117	\$ 8,758,398	\$ 8,952,688
Public Works	1,690,083	1,766,272	1,758,430	1,672,000	1,877,718
Health and Social Services	409,924	33,535	53,432	11,883	2,251
Culture and Recreation	2,448,957	2,688,511	2,700,549	2,514,012	2,901,123
Community and Economic Development	122,437	400,499	408,390	488,806	610,031
General Government	1,185,537	1,462,058	1,425,349	1,422,342	1,379,902
Debt Service	11,991	25,690	10,875	10,275	0
Total Expenditures	<u>\$14,341,184</u>	<u>\$15,357,252</u>	<u>\$15,533,142</u>	<u>\$14,877,716</u>	<u>\$15,723,713</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures:	<u>\$ (4,681,580)</u>	<u>\$ (5,333,233)</u>	<u>\$ (5,373,326)</u>	<u>\$ (4,138,169)</u>	<u>\$ (5,032,987)</u>
Other Financing Sources (Uses):					
Transfers In(2)	\$ 5,023,228	\$ 5,670,383	\$ 6,085,714	\$ 5,435,271	\$ 5,644,675
Transfers Out	(176,862)	(175,517)	(200,166)	(750,380)	(345,164)
Total Other Financing Sources (Uses)	<u>\$ 4,846,366</u>	<u>\$ 5,494,866</u>	<u>\$ 5,885,548</u>	<u>\$ 4,684,891</u>	<u>\$ 5,299,511</u>
Net Change in Fund Balances	\$ 164,786	\$ 161,633	\$ 512,222	\$ 546,722	\$ 266,524
Fund Balances - Beginning	<u>\$ 3,553,763</u>	<u>\$ 3,718,549</u>	<u>\$ 3,880,182</u>	<u>\$ 4,392,404</u>	<u>\$ 4,939,126</u>
Fund Balances - Ending	<u>\$ 3,718,549</u>	<u>\$ 3,880,182</u>	<u>\$ 4,392,404</u>	<u>\$ 4,939,126</u>	<u>\$ 5,205,650</u>

Notes: (1) Source: Audited financial statements of the City for the fiscal years ended June 30, 2016 through 2020.
(2) Property taxes are transferred in from a special revenue tax fund to offset the employee benefits that are expensed through the General Fund.

REGISTRATION, TRANSFER AND EXCHANGE

See also **APPENDIX B - BOOK-ENTRY SYSTEM** for information on registration, transfer and exchange of book-entry bonds. The Bonds will be initially issued as book-entry bonds.

The City shall cause books (the “Bond Register”) for the registration and for the transfer of the Bonds to be kept at the principal office maintained for the purpose by the Bond Registrar in West Des Moines, Iowa. The City will authorize to be prepared, and the Bond Registrar shall keep custody of, multiple bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Bond Resolution. Upon surrender for transfer or exchange of any Bond at the principal office maintained for the purpose by the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner’s attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the registered owner, transferee or transferees (as the case may be) a new fully registered Bond or Bonds of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less Bonds previously paid.

The Bond Registrar shall not be required to transfer or exchange any Bond following the close of business on the fifteenth day of the month next preceding an interest payment date on such bond (known as the record date), nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bonds shall be made only to or upon the order of the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a bond surrendered for redemption.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption

The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed under the Code.

The opinions set forth in the preceding sentence will be subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the Resolution authorizing the issuance of the Bonds, the City will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profit tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Proposed Changes in Federal and State Tax Law

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax exempt status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Qualified Tax-Exempt Obligations

In the Resolution authorizing the issuance of the Bonds, the City will designate the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. In the opinion of Bond Counsel, the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Original Issue Premium

The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder’s constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

Original Issue Discount

The Bonds maturing in the years _____ (collectively, the “Discount Bonds”) are being sold at a discount from the principal amount payable on such Discount Bonds at maturity. The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the “Issue Price”) and the principal amount payable at maturity constitutes “original issue discount” under the Internal Revenue Code. The amount of original issue discount that accrues to a holder of a Discount Bond under section 1288 of the Internal Revenue Code is excluded from federal gross income to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under section 1288 is added to the owner’s federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner’s tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership Discount Bonds.

The Internal Revenue Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

CONTINUING DISCLOSURE

For the purpose of complying with Rule 15c2-12 of the Securities Exchange Commission, as amended and interpreted from time to time (the “Rule”), the City will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds to provide reports of specified information and notice of the occurrence of certain events, as hereinafter described (the “Disclosure Covenants”). The information to be provided on an annual basis, and the events as to which notice is to be given, is set forth in “**APPENDIX D – Form of Continuing Disclosure Certificate**”. This covenant is being made by the City to assist the Underwriter(s) in complying with the Rule.

Breach of the Disclosure Covenants will not constitute a default or an “Event of Default” under the Bonds or Resolution, respectively. A broker or dealer is to consider a known breach of the Disclosure Covenants, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the Disclosure Covenants may adversely affect the transferability and liquidity of the Bonds and their market price.

Pursuant to the Rule, in the last five years, the City believes it has complied in all material respects with regard to its prior Disclosure Covenants.

Bond Counsel expresses no opinion as to whether the Disclosure Covenants comply with the requirements of Section (b)(5) of the Rule.

OPTIONAL REDEMPTION

Bonds due June 1, 2023 - 2029 inclusive, are not subject to optional redemption. Bonds due June 1, 2030 - 2034, inclusive, are callable in whole or in part on any date on or after June 1, 2029, at a price of par and accrued interest. If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of the maturity is called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed.

Thirty days’ written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

LITIGATION

There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the City taken with respect to the issuance or sale thereof. There is no litigation now pending, or to the knowledge of the City, threatened against the City that is expected to materially impact the financial condition of the City.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see “**TAX EXEMPTION AND RELATED TAX MATTERS**” herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as **APPENDIX C**. Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Underwriter at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel.

The legal opinion to be delivered will express the professional judgment of Bond Counsel and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

Bond Counsel has not been engaged, nor has it undertaken, to prepare or to independently verify the accuracy of the Official Statement, including but not limited to financial or statistical information of the City and risks associated with the purchase of the Bonds, except Bond Counsel has reviewed the information and statements contained in the Official Statement under, “**TAX EXEMPTION AND RELATED TAX MATTERS**” and “**LEGAL MATTERS**”, insofar as such statements contained under such captions purport to summarize certain provisions of the Internal Revenue Code of 1986, the Bonds and any opinions rendered by Bond Counsel. Bond Counsel has prepared the documents contained in **APPENDIX C** and **APPENDIX D**.

OFFICIAL STATEMENT AUTHORIZATION

This Official Statement has been authorized for distribution to prospective purchasers of the Bonds. All statements, information, and statistics herein are believed to be correct but are not guaranteed by the consultants or by the City, and all expressions of opinion, whether or not so stated, are intended only as such.

This Official Statement is not to be construed as a contract or agreement amongst the City, the Underwriter, or the holders of any of the Bonds. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinions contained herein are subject to change without notice and neither the delivery of this Official Statement or the sale of the Bonds made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. The information contained in this Official Statement is not guaranteed.

INVESTMENT RATING

The City has supplied certain information and material concerning the Bonds and the City to the rating service shown on the cover page, including certain information and materials which may not have been included in this Official Statement, as part of its application for an investment rating on the Bonds. A rating reflects only the views of the rating agency assigning such rating and an explanation of the significance of such rating may be obtained from such rating agency. Generally, such rating service bases its rating on such information and material, and also on such investigations, studies and assumptions that it may undertake independently. There is no assurance that such rating will continue for any given period of time or that it may not be lowered or withdrawn entirely by such rating service if, in its judgment, circumstances so warrant. Any such downward change in or withdrawal of such rating may have an adverse effect on the secondary market price of the Bonds. An explanation of the significance of the investment rating may be obtained from the rating agency: Moody's Investors Service, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, telephone 212-553-1658.

UNDERWRITING

The Bonds were offered for sale by the City at a public, competitive sale on Monday, November 8, 2021. The best bid submitted at the sale was submitted by _____ (the “Underwriter”). The City awarded the contract for sale of the Bonds to the Underwriter at a price of \$ _____ (reflecting the par amount of \$ _____, plus a reoffering premium of \$ _____, and less an Underwriter’s discount of \$ _____). The Underwriter has represented to the City that the Bonds have been subsequently re-offered to the public initially at the yields or prices set forth in the Final Official Statement.

MUNICIPAL ADVISOR

The City has engaged Speer Financial, Inc. as municipal advisor (the “Municipal Advisor”) in connection with the issuance and sale of the Bonds. The Municipal Advisor is a Registered Municipal Advisor in accordance with the rules of the MSRB. The Municipal Advisor will not participate in the underwriting of the Bonds. The financial information included in the Official Statement has been compiled by the Municipal Advisor. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. The Municipal Advisor is not a firm of certified public accountants and does not serve in that capacity or provide accounting services in connection with the Bonds. The Municipal Advisor is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, nor is the Municipal Advisor obligated by the City’s continuing disclosure undertaking.

MISCELLANEOUS

Brief descriptions or summaries of the City, the Bonds, the Resolution and other documents, agreements and statutes are included in this Official Statement. The summaries or references herein to the Bonds, the Resolution and other documents, agreements and statutes referred to herein, and the description of the Bonds included herein, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entirety by reference to such documents, and the description herein of the Bonds is qualified in its entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. Copies of such documents may be obtained from the City.

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of the estimates will be realized. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or Owners of any of the Bonds.

The attached **APPENDICES A, B, C, and D** are integral parts of this Official Statement and must be read together with all of the foregoing statements.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

The City has reviewed the information contained herein which relates to it and has approved all such information for use within this Official Statement. The execution and delivery of this Official Statement has been duly authorized by the City.

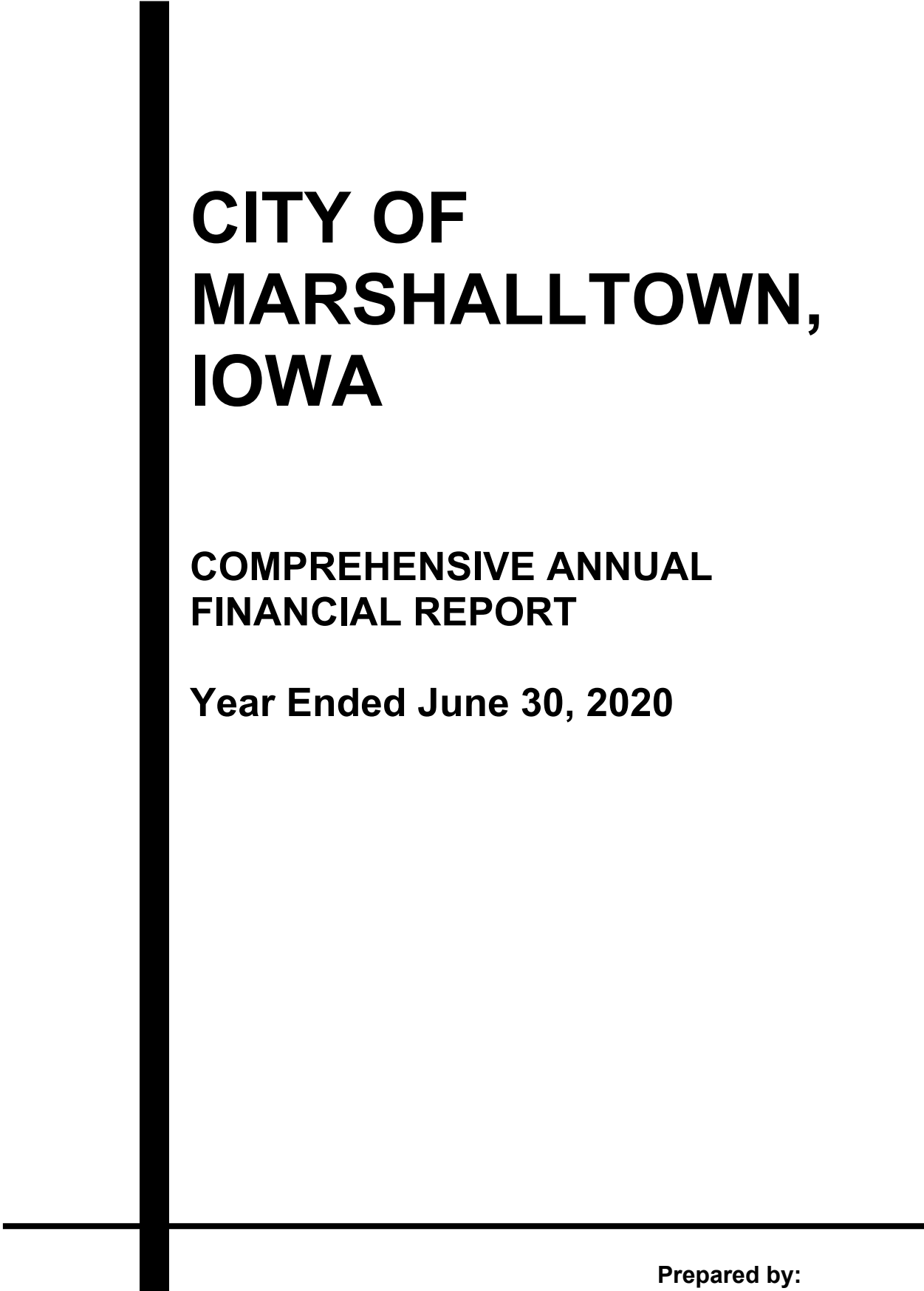
/s/ **DIANA STEINER**
Finance Director
CITY OF MARSHALLTOWN
Marshall County, Iowa

/s/ **JOEL GREER**
Mayor
CITY OF MARSHALLTOWN
Marshall County, Iowa

APPENDIX A

**CITY OF MARSHALLTOWN
MARSHALL COUNTY, IOWA**

FISCAL YEAR 2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT



CITY OF MARSHALLTOWN, IOWA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

Year Ended June 30, 2020

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Introductory Section

June 30, 2020

City of Marshalltown

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

December 11, 2020

To the Honorable Mayor, City Council Members
And Citizens of the City of Marshalltown, Iowa:

The City of Marshalltown, Iowa, is required by various state and federal regulations to publish a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States of America (generally accepted accounting principles or GAAP) and audited in accordance with auditing standards generally accepted in the United States of America by a firm of licensed certified public accountants. Pursuant to these requirements, the Comprehensive Annual Financial Report (CAFR) of the City of Marshalltown, Iowa for the fiscal year ended June 30, 2020 as prepared by the Finance Department is hereby submitted in accordance with the provisions of Chapter 11.6 of the Code of Iowa.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

The City's financial statements have been audited by Eide Bailly, L.L.P, a firm of licensed Certified Public Accountants, and they have issued an unmodified ("clean") opinion on the City's financial statements for the year ended June 30, 2020. The independent auditor's report is located at the front of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing single audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards. Information related to this single audit, including the Schedule of Expenditures of Federal Awards, Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards, Independent Auditor's Report on Compliance for the Major Program and Report on Internal Control over Compliance Required by the Uniform Guidance and Schedule of Findings and Questioned Costs is included in the section entitled Compliance Section.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of the City

The City was incorporated July 27, 1863 under the laws of the State of Iowa, later amended on June 16, 1975 under the City Home Rule Act. Marshalltown is located in the central region of the state, with a land area of 19.28 square miles and a population of 27,552 as of the 2010 census. The City is empowered to levy a property tax on real property located within its boundaries, and has the power to extend its corporate limits by annexation.

The City operates under a mayor-council form of government. Setting policy and legislative authority are vested in the seven-member council. The City Council is responsible for passing ordinances, resolutions, adopting and amending the budget, appointing committees and hiring the City Administrator as provided by city ordinance. The Mayor and Council are elected for a four-year staggered term rotation, allowing continuity within the membership. Four of the council members are elected from within their respective districts. The mayor and the three remaining council members are elected at large. The City Administrator, hired by the City Council is responsible for carrying out the policies and ordinances of the council, overseeing the day-to-day operations of the government, and for hiring the City Clerk and department managers.

The City provides the following services as authorized by its charter: public safety, public works, culture, recreation, and community development. The City also provides additional services including sewage collection and disposal, a compost facility, a transit system, and municipal parking lots.

The City's financial statements include all funds, departments, boards and commissions, and other government entities that do not have separate legal status as required by accounting principals generally accepted in the United States of America.

In Marshalltown, the library is overseen by a board of directors and included in the operations of the general fund. The water distribution system, administered by an independent utility board of trustees, is included as a component unit of the City.

The annual budget serves as the foundation for the City of Marshalltown's financial planning, development and control. The City Administrator and Finance Director are responsible for developing a budget proposal to the City Council. The proposed budget is presented to the Council January through March of each year. The Council is required to hold public hearings on the proposed budget and to adopt the final budget no later than March 31 for the fiscal year beginning the following July first. The appropriated budget is prepared by fund and function.

Local Economy

The 2010 census showed Marshalltown's population increasing 5.9% from 26,009 to 27,552. Unemployment in the City was at 6.3% as of June 2020. This is lower than the Iowa rate of 8.0% as of June 2020. Due to the Covid-19 pandemic, the City's unemployment rate was 2.5% higher than the prior year.

The number of building permits decreased in fiscal year 2020 compared to 2019. 11 new residential construction building permits were issued creating 23 housing units for a value of \$4,473,000. 42 residential remodeling, repairs, and addition permits were issued for a value of \$541,000. Total building permit activity for commercial industrial, residential and accessory structures totaled 178 building permits with a valuation of \$37,118,000. This included large projects such as Lennox Industries improvements, a new grocery store downtown, tornado recovery work to the Marshalltown Senior Residences, renovations to the Coliseum, rebuilding of Wells Fargo downtown and 8 new units at Crosby Park.

The Local Option Sales Tax (LOST) which begun April 1, 2000 was voted and approved for another ten-year extension which will end in 2025. The voters passed a referendum August 1, 2017 to reallocate the LOST from 75% being designated for property tax relief, 20% for street projects and 5% allocated for council designated to 78% for property tax relief and 22% for council designated. This became effective November 1, 2017. For fiscal year ending June 30, 2020 the City collected approximately \$4.0 million (accrual basis).

Major Initiatives

Multi-family residential growth continues to be strong in the community as well. Crosby Park was able to fill all 14 new market rate units in 2020 and began construction on another 8 units with a construction value of \$1.3 million. Kading Properties continues growth in Marshalltown as well. They have constructed and rented 40-market rate duplex units in the southeast side of the community and will be constructing 94 new market rate duplex units in the northwest part of the community in 2021. The renovation of the Marshalltown Senior Residences, which was damaged in the 2018 tornado, will be completed and reoccupied in 2021. Construction is also expected to be completed on Marshalltown Lofts in 2021, a new multi-family complex in downtown with 50 units with a construction value of \$6 million. This project is funded in part with low-income housing tax credits and most of the units will be income restricted.

The City partnered with the Marshalltown Area Chamber of Commerce to develop a Housing Strategy to help promote the development and construction of new single-family homes, putting a new emphasis on growth of the community. Both the Chamber and the City have pledged \$2,500 per home for the first 100 homes built as an incentive to new homebuyers in lieu of tax abatement. The Chamber is working to secure the remaining \$5,000 per home to provide a \$10,000 buyer incentive for new homes. This program will be available in 2021. The City also sold land acquired for the construction of South 7th Avenue, which was platted into 15 single family residential lots. Construction will start in 2021 on new homes, aligning well with the new construction incentive.

The City is also planning two major new roadway projects which will open up hundreds of acres for industrial and commercial development. A grant from the Iowa DOT will help fund an extension of Edgewood Street and 8th Avenue. This project will address safety issues along Highway 14 while also opening up approximately 50 acres of new land owned by the City for industrial development. The City received a 2.9-million-dollar grant for this project and construction has begun in September 2020. The City is also moving forward with continuing East Merle Hibbs Road, which will make connections to a densely populated neighborhood and open up nearly 100 acres of agricultural land for new commercial and residential development.

The City also continues to work with the Iowa DOT to plan improvements to the Highway 14 /North 3rd Avenue corridor. A study completed in 2018 provided many recommendations for improving the flow of traffic as well as safety improvements for pedestrians and motorists and aesthetic improvements for residents. This project is targeted for 2022.

The City has begun the renovation of the Veterans Memorial Coliseum. This project is funded with insurance proceeds, donations and grants, and cash to be designated by the City Council, totaling more than \$3.8 million. The anticipated open date is early 2021.

The City completed the construction of a new \$17.5 million Police and Fire Building in August of 2019. Both departments have a state-of-the-art location which is designed to meet the future needs of public safety in the community. The City has sold the former Police Station to YSS of Marshall County and have sold the old Fire Station to a private investor.

Long-Term Financial Planning

Maintenance and rehabilitation of the City's infrastructure (such as streets, sewers and bridges) have been the major priority of the City during the last five years. The City annually adopts a five-year Capital Improvement Program that provides a framework for the development and maintenance of infrastructure to meet current and future needs. In conjunction with this program, the City of Marshalltown includes a 5-year equipment replacement plan.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report for the years ending June 30, 1990, and consecutively 1993 through 2019. The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standards for preparation of state and local government financial reports.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report could not be accomplished without the dedicated services of the entire Finance Department staff. We also want to acknowledge the assistance from many other department staff, agencies and organizations which are all vital to the culmination of this report.

Respectfully submitted,

A handwritten signature in dark ink, reading "Diana Steiner". The signature is fluid and cursive, with the first name "Diana" and last name "Steiner" clearly distinguishable.

Diana Steiner
Finance Director



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Marshalltown
Iowa**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

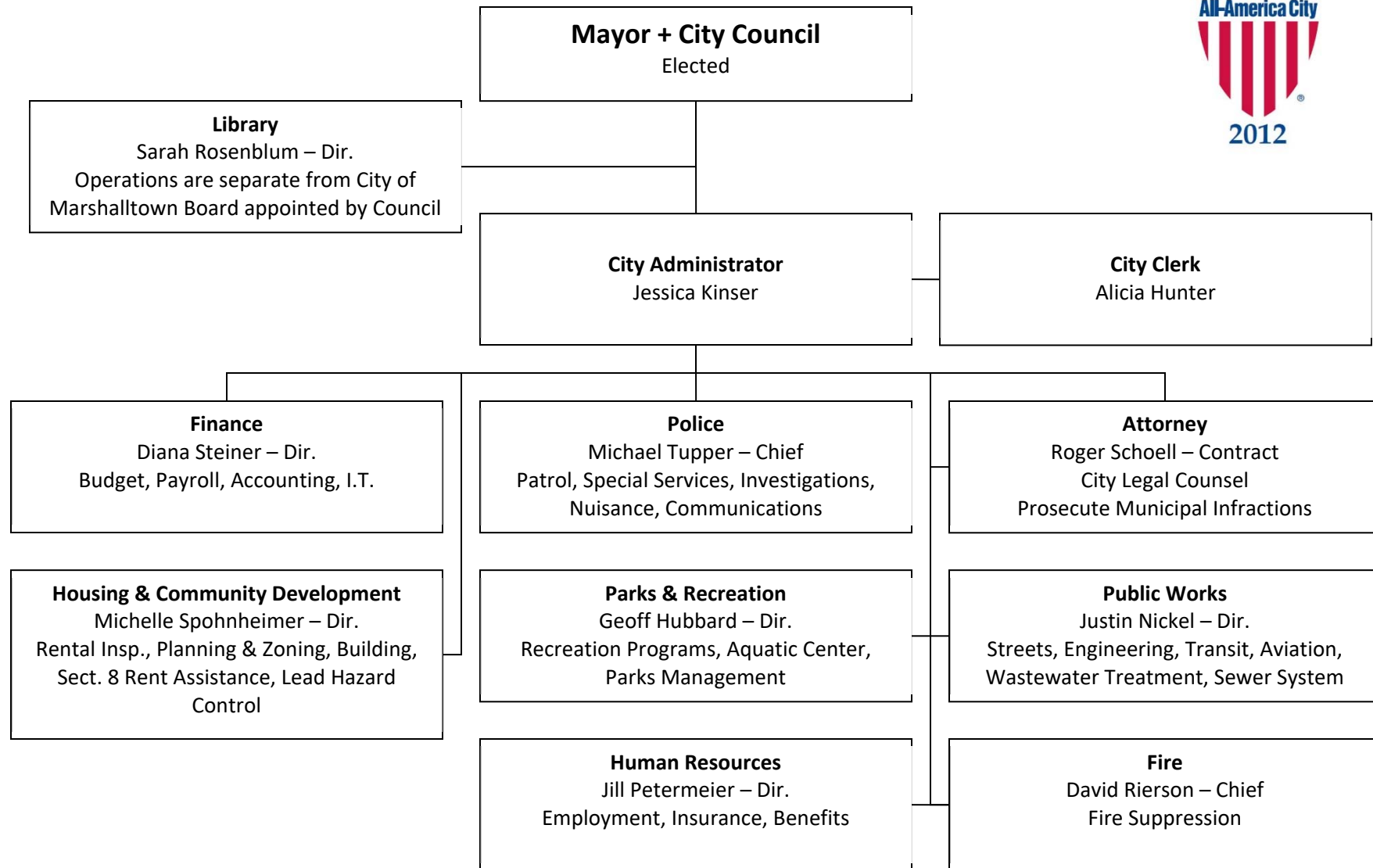
Christopher P. Morill

Executive Director/CEO



Organization Chart

Marshalltown



Name	Title	Term Expires
Elected officials:		
Joel Greer	Mayor	December 31, 2021
Bethany Wirin	Mayor Pro-Tem, Council At Large	December 31, 2021
Bill Martin	Council Member At Large	December 31, 2021
Gary Thompson	Council Member At Large	December 31, 2023
Susan Cahill	Council Member First Ward	December 31, 2020
Gabriel Isom	Council Member Second Ward	December 31, 2023
Mike Gowdy	Council Member Third Ward	December 31, 2021
Al Hoop	Council Member Fourth Ward	December 31, 2023
Council-appointed officials:		
Jessica Kinser	City Administrator	Contract Expires November 14, 2026
City Administrator appointment with Council Approval:		
Alicia Hunter	City Clerk	Indefinite
Diana Steiner	Finance Director	Indefinite
David Rierson	Fire Chief	Indefinite
Michelle Spohnheimer	Housing & Community Dev. Director	Indefinite
Geoff Hubbard	Parks and Recreation Director	Indefinite
Michael Tupper	Police Chief	Indefinite
Justin Nickel	Public Works Director	Indefinite
Jill Petermeier	Human Resources Director	Indefinite

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Financial Statements
June 30, 2020
City of Marshalltown



Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council
City of Marshalltown, Iowa

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Marshalltown, Iowa, (City) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Marshalltown Water Works, which represent the entire assets, net position and revenues of the discretely presented component unit. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it relates to the amounts included for Marshalltown Water Works, is based on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Marshalltown, Iowa, as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Generally accepted accounting principles in the United States of America require that the management's discussion and analysis and other required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods or preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Marshalltown, Iowa's basic financial statements. The introductory section, combining nonmajor fund financial statements, schedule of bond maturities, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and is not a required part of the financial statements.

The combining nonmajor fund financial statements, schedule of bond maturities, and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements, schedule of bond maturities, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 11, 2020, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The image shows a handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa
December 11, 2020

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The following is a narrative overview and analysis of the financial activities of the City of Marshalltown for the fiscal year ended June 30, 2020. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages 1-4 of this report and the City's financial statements, which begin on page 20. Additional historical information can be found in the Statistical Section of this report supporting some of the analysis presented in this discussion and the transmittal letter.

Financial Highlights of Primary Government

- Government-wide, assets plus deferred outflows of resources of the City of Marshalltown exceeded its liabilities plus deferred inflows of resources at the close of the most recent fiscal year by \$96,239,720 (net position) as compared to \$88,238,928 in the prior year which is an increase of \$8,000,792. This increase is primarily due to the construction of the City's new Police and Fire Building and the remodel of the Veterans Memorial Coliseum.
- As of the close of the current fiscal year, the City of Marshalltown's governmental funds reported combined ending fund balances of \$29,924,401 an increase of \$4,270,832 in comparison with the prior year. This change was primarily from the issuance of general obligations bonds for City projects that will be completed in fiscal year 2021.
- \$3,693,467 in unassigned fund balance is available for spending at the City's discretion. Prior year unassigned fund balance was \$3,711,828. This is a decrease of \$18,361. This decrease is partially due to tornado related expenditures. The City has not received all federal or state reimbursements related to the tornado.
- The City's total debt had a net increase of \$2.9 million during the current fiscal year. This change reflects the retirement of existing bonds of \$ 5.1 million and the issuance of \$8 million GO Debt and Sewer notes. The new debt was for the streets, sidewalks, parks, trail bridge replacement, and sewer projects. In addition, \$8.2 million was refunded to lower interest rates.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City of Marshalltown's basic financial statements. The City of Marshalltown's basic financial statements include three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City of Marshalltown's finances, in a manner more similar to a private-sector business.

The statement of net position presents information on all of the City of Marshalltown's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Marshalltown is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Marshalltown that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City of Marshalltown include public safety, public works (roads, utilities and traffic controls), health and social services, parks and recreation, library, economic development and general government. The business-type activities of the City of Marshalltown include compost, concessions, storm sewer, water pollution control and transportation activities.

The government-wide financial statements include the City of Marshalltown itself (known as the primary government) and also a legally separate Water Works component unit for which the City of Marshalltown is financially accountable. Financial information for these component units is reported separately from the financial information presented for the primary government.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Marshalltown, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Marshalltown can be divided into three categories: governmental, proprietary and fiduciary.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

The focus of governmental funds is narrower than that of the government-wide financial statements, so it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the city's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of Marshalltown maintains 14 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances. Major funds include General, Road Use Tax, Local Option Sales Tax, HUD Programs, Disaster, Debt Service, Property Tax, Public Works and Other Projects Funds. Data from the other six non-major governmental funds are combined into a single, aggregated presentation in the governmental funds financial statements. Individual fund data on each of the non-major governmental funds is provided in the form of combining statements in the supplementary information section.

The City of Marshalltown adopts an annual appropriated budget for all funds as required by state statute. In Iowa, budgetary compliance is at the function level, transcending fund level accounting as demonstrated in this report. Budgetary comparison statements have been provided for the governmental and enterprise/proprietary fund levels. This comparison demonstrates the City's compliance with state requirements.

Proprietary funds. The City of Marshalltown maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City of Marshalltown uses enterprise funds to account for its Storm Sewer, Water Pollution Control, Compost, Transit and Concession activities. Internal service funds are an accounting vehicle used to accumulate and allocate costs internally among the City of Marshalltown's various functions. The City of Marshalltown uses internal service funds to account for its insurance operations. This service predominantly benefits governmental rather than business-type functions, so they have been included with governmental activities in the government-wide financial statements. Individual fund data for the internal service funds are provided in the form of combining statements in the supplementary information section.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Storm Sewer, Water Pollution Control and Non-major Enterprise funds, namely, Compost, Transit and Concession activities.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not available to support the City of Marshalltown's own programs. The most significant fiduciary fund maintained by the City of Marshalltown is the payroll fund; which records the taxes collected for other taxing jurisdictions within the City of Marshalltown. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. The City's budgetary comparison schedule and other postemployment benefit plan information is presented as required supplementary information immediately following the notes to basic financial statements. The combining statements referred to earlier in connection with non-major governmental, non-major enterprise funds, internal service funds, and agency funds are presented immediately following the required supplementary information (RSI).

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Marshalltown, assets exceeded liabilities by \$96,239,720 at the close of the most recent fiscal year.

City of Marshalltown Net Position
June 30, 2020

	Governmental Activities		Business-Type Activities		Total	
	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19
Current and Other Assets	\$ 48,858,613	\$ 43,708,126	\$ 22,104,511	\$ 19,964,240	\$ 70,963,124	\$ 63,672,366
Capital Assets	62,713,361	59,471,606	60,288,091	58,175,769	123,001,452	117,647,375
Total Assets	111,571,974	103,179,732	82,392,602	78,140,009	193,964,576	181,319,741
Deferred Outflows of Resources	5,702,896	5,042,429	513,044	524,555	6,215,940	5,566,984
Current and Other Liabilities	6,531,764	6,192,200	2,776,672	2,721,586	9,308,436	8,913,786
Noncurrent Liabilities	58,381,901	55,854,608	19,524,888	19,444,742	77,906,789	75,299,350
Total liabilities	64,913,665	62,046,808	22,301,560	22,166,328	87,215,225	84,213,136
Deferred Inflow of Resources	16,088,352	14,328,630	637,219	106,031	16,725,571	14,434,661
Net Position						
Net investment in capital assets	41,349,928	39,411,094	41,855,980	41,571,280	83,205,908	80,982,374
Restricted	18,176,221	16,316,062	157,266	139,016	18,333,487	16,455,078
Unrestricted	(23,253,296)	(23,880,433)	17,953,621	14,681,909	(5,299,675)	(9,198,524)
Total net position	\$ 36,272,853	\$ 31,846,723	\$ 59,966,867	\$ 56,392,205	\$ 96,239,720	\$ 88,238,928

City of Marshalltown
Management's Discussion and Analysis (MD&A)

By far, the largest portion of the City of Marshalltown's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, and infrastructure), less depreciation and any related debt at \$83,205,908. The City of Marshalltown uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of Marshalltown's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other resources, since the capital assets themselves cannot be used to liquidate these liabilities.

A portion of the City of Marshalltown's governmental and business-type activities net position of \$18,333,487 represents resources that are subject to external restrictions. Prior year comparison shows \$16,455,078, an increase of \$1,878,409.

The following is a more detailed review of the year's operation.

City of Marshalltown Changes in Net Position
June 30, 2020

	Governmental Activities		Business-Type Activities		Total	
	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19
Revenues:						
Program revenues:						
Charges for services	\$ 2,583,420	\$ 5,749,619	\$ 9,548,760	\$ 9,855,517	\$ 12,132,180	\$ 15,605,136
Operating grants and contributions	7,204,542	6,303,997	1,121,378	351,965	8,325,920	6,655,962
Capital grants and contributions	1,386,180	250,571	-	472,223	1,386,180	722,794
General revenues						
Property and other taxes	17,545,717	16,624,954	-	-	17,545,717	16,624,954
Grants and contributions not restricted to specific programs	1,284,875	1,353,217	-	-	1,284,875	1,353,217
Other	986,465	975,879	445,268	430,951	1,431,733	1,406,830
Total revenues	30,991,199	31,258,237	11,115,406	11,110,656	42,106,605	42,368,893
Expenses:						
Public safety	\$12,037,799	9,976,152	-	-	12,037,799	9,976,152
Public works	5,211,049	5,841,806	-	-	5,211,049	5,841,806
Health and social services	646,290	58,376	-	-	646,290	58,376
Culture and recreation	3,187,800	3,294,383	-	-	3,187,800	3,294,383
Community and economic development	3,003,969	2,749,981	-	-	3,003,969	2,749,981
General government	1,532,609	2,034,176	-	-	1,532,609	2,034,176
Interest on long-term debt	938,277	806,440	-	-	938,277	806,440
Business type	-	-	7,548,020	6,777,415	7,548,020	6,777,415
Total expenses	26,557,793	24,761,314	7,548,020	6,777,415	34,105,813	31,538,729
Increase in net position before transfers	4,433,406	6,496,923	3,567,386	4,333,241	8,000,792	10,830,164
Transfers	(7,276)	(216,758)	7,276	216,758	-	-
Increase in Net Position	4,426,130	6,280,165	3,574,662	4,549,999	8,000,792	10,830,164
Net Position - Beginning of Year,	31,846,723	25,566,558	56,392,205	51,842,206	88,238,928	77,408,764
Net Position - End of Year	\$ 36,272,853	\$ 31,846,723	\$ 59,966,867	\$ 56,392,205	\$ 96,239,720	\$ 88,238,928

Governmental Activities. Governmental revenues in the current year decreased by \$.3 million. Within this difference charges for services decreased by 3.2 million due to insurance proceeds from the tornado in the prior year and operating grants and contributions increased by \$.9 million due to the receipt of FEMA reimbursements for tornado expenditures. Governmental expenses increased by 1.8 million from the prior fiscal year due to increases in pension expense and additional interest on long term debt.

Business-type Activities. Revenue received through charges for services decreased by \$0.3 million. Business-type expenses increased by \$.8 million and are largely based on Water Pollution Control usage and an increase in services and supplies in the storm sewer utility.

Financial Analysis of the Government's Funds

As noted earlier, the City of Marshalltown uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The financial reporting focus of the City of Marshalltown's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information may be useful in assessing the City of Marshalltown's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City of Marshalltown's governmental funds reported a combined ending fund balance of \$29,924,401, an increase of \$4,270,832 in comparison with the prior year. Of this total amount \$3,693,467 is unassigned fund balance, which is available to meet the future financial needs of the City. \$25,602,133 is restricted, \$250,000 is committed and \$378,801 is nonspendable.

The General fund is the chief operating fund of the City of Marshalltown. At the end of the current fiscal year this fund balance increased by \$266,524 to \$5,205,650, with an unassigned fund balance of \$4,206,391, a restricted balance of \$425,925, and a committed balance of \$250,000. The remaining \$323,334 is nonspendable (prepaid items).

The Road Use Tax fund is apportioned to the City from the state gasoline taxes based upon population. This fund is used for street related purposes only. Major street resurfacing and reconstruction are scheduled each year in the spring after the impact of winter weather can be determined. At the end of the current fiscal year, the ending fund balance of \$6,291,390 is a decrease of \$24,724 compared to the prior year.

The Housing and Urban Development (HUD) program for Section 8 housing assistance continued all year and the Lead Abatement grant was awarded in the spring of 2019, which was funded from the Lead-Based Paint Hazard Control grant. The City administers these grants in collaboration with many health and welfare agencies throughout the community. For fiscal year 2020, the City expended \$1,379,568 under these programs.

Collections for Local Option Sales Tax (L.O.S.T.) are allocated to property tax relief (78%) and any project designated by the Council (22%). Property tax relief dollars in the amount of \$2,918,000 were transferred to the Debt Service Fund to lower the property tax levy. The Council used \$17,227 of their designated share to increase the Cash Flow Reserve Fund. Some of the other Council designated projects this fiscal year included incentive grants for local business, ADA transition plan, housing initiative plan, Fireworks, and airport design projects. The increase in the L.O.S.T. fund balance this year was \$784,949.

The Disaster Fund accounts for the activity after the City experienced an EF-3 tornado on July 19, 2018. Industry, businesses and residences on the north side of the community were affected. The City received a Federal Public Assistance Disaster Declaration, which allows the City to request reimbursement of up to 85 percent (75 percent Federal and 10 percent State) for debris removal, emergency protective measures, and other repair projects throughout the City. However, the Federal Individual Assistance was denied. City properties and equipment were also damaged, but the City's insurance mostly covered its damage except for a \$10,000 deductible. Revenue and expenses were tracked in a disaster fund. In the current year an additional \$883,131 was expended by the City for both its own properties and the community clean-up. The street repair project related to the tornado will begin in the spring of 2020. Upon close-out of the projects, the City is anticipating receiving \$2.6 million in revenues in FY20 thru FY21. The amount received in FY20 from FEMA was \$1,405,099.

The Property Tax Fund is used to account for all special revenue property tax levies utilized by the City. These levies include the emergency levy, police and fire retirement, FICA and IPERS, and other employee benefits. The total fund balance in this fund increased in FY 20 due to expenditures being less than budgeted.

The Debt Service Fund accounts for the City's debt service property tax levy and all related debt. This activity is related to the debt backed by full faith and credit of the City. In the current fiscal year this fund paid \$4.2 million in principal and interest payments and saw a fund balance decrease of \$8,535.

Changes in the Public Works and Other Projects capital project fund is due to the continuation of several street projects during the fiscal year and the continued construction of the new Police & Fire Building. The City issued bonds in FY20 for \$5.6 million for the construction of streets, sidewalks, a trail bridge, and two park projects.

Enterprise funds. The City of Marshalltown's enterprise funds provide the same type of information found in the government-wide financial statements, but in more detail.

The ending net position for the enterprise funds was \$59,966,867, a net position increase of \$3,574,662.

Budgetary Highlights

General Fund

The City of Marshalltown presents budgetary information as allowed by GASB Statement No. 41. Budgets are based on nine functional areas as required by state statute, not by fund or fund type. During the year ended June 30, 2020, revenues and transfers in for the general fund operations, on the GAAP basis, were less than revenue estimates by \$534,424 and departmental expenditures and transfers out on the GAAP basis were \$760,554 less than expenditure estimates.

During the fiscal year ended June 30, 2020 there was one budget amendment dated March 23, 2020.

Capital Asset and Debt Administration

Capital assets. The City of Marshalltown's investment in capital assets for its governmental and business type activities as of June 30, 2020 amounts to \$210,525,283. This investment in capital assets includes land, land improvements, buildings, machinery and equipment, park facilities, roads, highways and sewers. The total increase in the City of Marshalltown's investment in capital assets for the current fiscal year was \$9,662,456, of which \$2.75 million was from the completing of the new Police & Fire Building and the remodel of the Coliseum.

City of Marshalltown's 2020 Capital Assets
(in thousands of dollars)

	Governmental Activities		Business-Type Activities		Total	
	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19	FY 2019-20	FY 2018-19
Land and Improvements	\$ 8,108,681	\$ 7,414,640	\$ 3,128,988	\$ 3,128,988	\$ 11,237,669	\$ 10,543,628
Buildings and Structures	31,881,317	17,358,592	10,845,458	10,845,458	42,726,775	28,204,050
Equipment and vehicles	18,678,781	17,447,455	20,457,580	20,084,931	39,136,361	37,532,386
Infrastructure	45,265,388	44,952,134	61,739,952	60,032,120	107,005,340	104,984,254
Construction in Progress	6,270,987	17,697,205	4,148,151	1,901,304	10,419,138	19,598,509
Total	<u>\$ 110,205,154</u>	<u>\$ 104,870,026</u>	<u>\$ 100,320,129</u>	<u>\$ 95,992,801</u>	<u>\$ 210,525,283</u>	<u>\$ 200,862,827</u>

Major capital asset events during the current fiscal year include the following:

- Continuation of the Coliseum remodel project and the completing of the police and fire building project.
- Various machinery and equipment purchases throughout the year including new vehicles for several departments including a new dump truck and street sweeper for the Street department.
- Continuation and completing of various street and storm water projects.

Additional information on the City' of Marshalltown's capital assets can be found in Note 5 on pages 48-49 of this report.

Long-term debt. At the end of the current fiscal year, the City of Marshalltown had total debt outstanding and unamortized premiums and discounts of \$52,789,874. Of this amount, \$39,429,357 comprises debt backed by the full faith and credit of the City. The remainder of the City of Marshalltown's debt in the amount of \$13,360,517 represents bonds secured solely by revenues generated from the sanitary sewer rental fees.

The City's total debt had a net increase of \$2.9 million during the current fiscal year. This change reflects the retirement of existing bonds of \$ 5.1 million and the issuance of \$8 million GO Debt and Sewer notes. The new debt was for streets, sidewalks, trail bridge replacement, parks, and sewer projects. In addition, \$8.2 million was refunded to lower interest rates.

Moody's Investors Service rated November 2019. The City maintained their Aa2 bond rating.

State statute limits the amount of general obligation debt a governmental entity may issue to 5 percent of its total assessed valuation. The current debt limitation for the City of Marshalltown is \$82,559,791 significantly in excess of the City of Marshalltown's outstanding general obligation debt.

Additional information on the City' of Marshalltown's long-term debt can be found in Note 6 on pages 50-53 this report.

Economic Factors and Next Year's Budgets and Rates

The local economy of the City remains strong and is creating more private public agreements to maintain that strength. The actual property tax valuations from 1/1/18 to 1/1/19, which was applied to FY19 to FY20, increased by \$44 million.

Multi-family residential growth continues to be strong in the community as well. Crosby Park was able to fill all 14 new market rate units in 2020 and began construction on another 8 units with a construction value of \$1.3 million. Kading Properties continues growth in Marshalltown as well. They have constructed and rented 40-market rate duplex units in the southeast side of the community and will be constructing 94 new market rate duplex units in the northwest part of the community in 2021. The renovation of the Marshalltown Senior Residences, which was damaged in the 2018 tornado, will be completed and reoccupied in 2021. Construction is also expected to be completed on Marshalltown Lofts in 2021, a new multi-family complex in downtown with 50 units with a construction value of \$6 million. This project is funded in part with low-income housing tax credits and most of the units will be income restricted.

The City partnered with the Marshalltown Area Chamber of Commerce to develop a Housing Strategy to help promote the development and construction of new single-family homes, putting a new emphasis on growth of the community. Both the Chamber and the City have pledged \$2,500 per home for the first 100 homes built as an incentive to new homebuyers in lieu of tax abatement. The Chamber is working to secure the remaining \$5,000 per home to provide a \$10,000 buyer incentive for new homes. This program will be available in 2021. The City also sold land acquired for the construction of South 7th Avenue, which was platted into 15 single family residential lots. Construction will start in 2021 on new homes, aligning well with the new construction incentive.

Downtown redevelopment continues following the 2018 tornado, with the 2019 Downtown Master Plan actively being implemented. New construction projects including Thompson True Value, a hardware store, and Supermarket Villachuat, a \$3.64 million building, and a new laundromat along 3rd Avenue. The \$4 million renovation of the City-owned Veterans Memorial Coliseum will be complete in early 2021 and provide activity/rental space in Downtown. Additional projects will come online in 2021 as existing properties transfer to new owners for restoration. The City has also hired a consultant to develop a Downtown Implementation Plan to provide a framework for upgrading City infrastructure and implementing additional recommendations from the Downtown Master Plan.

2020 has been a year of roadway construction and planning. The City broke ground on an extension of East Merle Hibbs, which is providing new land near Highway 14 for a proposed medical clinic development and multi-family residential development. The City also secured more than \$4.5 million towards the construction of an extension of Edgewood Street and 8th Avenue, which will open up more than 45 acres of new land zoned for heavy industry. This project also implements a recommendation from the 2018 Highway 14 Corridor Study.

The City also continues to work with the Iowa DOT to plan improvements to the Highway 14 /North 3rd Avenue corridor. The Highway 14 Corridor Study provided many recommendations for improving the flow of traffic as well as safety improvements for pedestrians and motorists and aesthetic improvements for residents. The City is actively working to secure grant funds for the project, with work anticipated in 2023.

The budget for the ensuing fiscal year 2021 considers many factors and estimates about the finances of the upcoming year. Sales taxes and road use taxes by the state are fairly stable. Hotel/motel taxes and other "in-person" city fees have decreased in FY21 due to the Covid-19 pandemic. The City will continue to maintain a conservative projection for these revenue sources. The City experienced an EF-3 tornado on July 19, 2018. Since then, the County Assessor has reviewed the progress on repairs from the tornado and made adjustments to property tax valuations which impacts fiscal year 2021. City-wide there was an increase in overall valuations. The City and community are continuing to develop plans for Marshalltown to come back stronger than ever.

The following items are also forefront in revenue and expenditure projections: (a) The City's contribution rate for the Police and Fire retirement system has decreased in fiscal year 2020, but increased for fiscal year 2021. This rate fluctuates on an annual basis. (b) The Iowa Public Employees Retirement System remained steady for fiscal years 2021 and 2022. (c) Compliance with sanitary and storm water regulations will continue to be implemented over the next several years. Sewer rates have been increased to accommodate the costs with these mandates. (d) The cost of health care continues to rise. The City has experienced an increase in health-related claims but no change in premiums occurred in FY20 or FY21. Changes in claims are always a factor that the City continues to monitor. More preventive care options are encouraged to help avoid the high dollar claims. The claims are reviewed on a quarterly basis by the insurance committee.

Requests for Information

This financial report is designed to provide a general overview of the City of Marshalltown's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report, or requests for additional financial information should be addressed to the Finance Director, 24 N. Center Street, Marshalltown, IA 50158-4911.

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Basic Financial Statements
June 30, 2020

City of Marshalltown

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City of Marshalltown
Statement of Net Position
June 30, 2020

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Marshalltown Water Works
Assets				
Cash and cash equivalents	\$ 32,087,986	\$ 19,507,884	\$ 51,595,870	\$ 4,749,566
Receivables				
Property taxes				
Delinquent	221,295	-	221,295	-
Succeeding year	13,952,661	-	13,952,661	-
Accounts and unbilled usage	334,896	1,532,485	1,867,381	806,967
Special assessments	5,069	-	5,069	-
Due from component unit	13,132	592,768	605,900	-
Due from other governments	1,864,773	193,263	2,058,036	-
Inventories	38,250	21,875	60,125	-
Prepaid items	340,551	98,970	439,521	54,135
Restricted assets				
Cash and cash equivalents	-	157,266	157,266	826,400
Capital assets				
Land	4,771,231	898,294	5,669,525	1,115,721
Land improvements	3,337,450	2,230,694	5,568,144	-
Buildings and structures	31,881,317	10,845,458	42,726,775	18,912,772
Equipment and vehicles	18,678,781	20,457,580	39,136,361	2,692,895
Sanitary sewers and lift stations	-	43,731,796	43,731,796	-
Infrastructure	45,265,388	18,008,156	63,273,544	13,564,600
Construction in progress	6,270,987	4,148,151	10,419,138	-
Accumulated depreciation	(47,491,793)	(40,032,038)	(87,523,831)	(17,006,702)
Total assets	<u>111,571,974</u>	<u>82,392,602</u>	<u>193,964,576</u>	<u>25,716,354</u>
Deferred Outflows of Resources				
OPEB related deferred outflows	2,190,160	181,381	2,371,541	-
Pension related deferred outflows	<u>3,512,736</u>	<u>331,663</u>	<u>3,844,399</u>	<u>318,932</u>
Total deferred outflows of resources	<u>5,702,896</u>	<u>513,044</u>	<u>6,215,940</u>	<u>318,932</u>

City of Marshalltown
Statement of Net Position
June 30, 2020

	Primary Government			Component Unit
	Governmental	Business-Type		Marshalltown
	Activities	Activities	Total	Water Works
Liabilities				
Accounts payable	\$ 1,972,568	\$ 498,896	\$ 2,471,464	\$ 134,264
Accrued payroll and payroll benefits	381,319	69,850	451,169	48,752
Retainage payable	111,178	140,829	252,007	-
Deposits payable	173,447	-	173,447	-
Due to other governments	119,649	12,825	132,474	-
Accrued interest payable	169,832	32,950	202,782	9,827
Due to primary government	-	-	-	605,900
Liabilities payable from restricted assets				
Customer deposits	-	-	-	222,385
Noncurrent liabilities				
Due within one year				
Bonds and notes payable	3,353,486	1,975,556	5,329,042	321,000
Compensated absences payable	250,285	45,766	296,051	100,307
Due in more than one year				
Bonds and notes payable	31,004,278	16,456,554	47,460,832	5,657,000
Compensated absences payable	958,750	228,053	1,186,803	-
Net pension liability	12,784,910	1,283,037	14,067,947	2,036,058
Total OPEB liability	13,633,963	1,557,244	15,191,207	-
Total liabilities	64,913,665	22,301,560	87,215,225	9,135,493
Deferred Inflows of Resources				
Succeeding year property taxes	13,952,661	-	13,952,661	-
Pension related deferred inflows	1,304,587	233,837	1,538,424	96,445
OPEB related deferred inflows	831,104	403,382	1,234,486	-
Total deferred inflows of resources	16,088,352	637,219	16,725,571	96,445
Net position				
Net investment in capital assets	41,349,928	41,855,980	83,205,908	13,301,286
Restricted for				
Capital improvements	9,074,627	-	9,074,627	-
Community development	129,967	-	129,967	-
Debt service	146,008	157,266	303,274	-
Employee benefits	3,384,974	-	3,384,974	-
Other purposes	5,440,645	-	5,440,645	-
Unrestricted	(23,253,296)	17,953,621	(5,299,675)	3,502,062
Total net position	\$ 36,272,853	\$ 59,966,867	\$ 96,239,720	\$ 16,803,348

City of Marshalltown
Statement of Activities
Year Ended June 30, 2020

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position			
		Charges for Service	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government			Component Unit
					Governmental Activities	Business-type Activities	Total	Marshalltown Water Works
Primary Government								
Governmental activities								
Public safety	\$ 12,037,799	\$ 538,637	\$ 282,119	\$ 39,683	\$ (11,177,360)	\$ -	\$ (11,177,360)	\$ -
Public works	5,211,049	586,097	4,792,428	111,549	279,025	-	279,025	-
Health and social services	646,290	15,259	225,172	-	(405,859)	-	(405,859)	-
Culture and recreation	3,187,800	1,185,031	127,332	1,234,948	(640,489)	-	(640,489)	-
Community and economic development	3,003,969	40,519	1,401,130	-	(1,562,320)	-	(1,562,320)	-
General government	1,532,609	217,877	376,361	-	(938,371)	-	(938,371)	-
Interest on long-term debt	938,277	-	-	-	(938,277)	-	(938,277)	-
Total governmental activities	26,557,793	2,583,420	7,204,542	1,386,180	(15,383,651)	-	(15,383,651)	-
Business-type activities								
Water pollution control	5,225,179	8,032,176	1,715	-	-	2,808,712	2,808,712	-
Storm sewer	1,141,277	1,346,034	3,242	-	-	207,999	207,999	-
Compost	226,725	71,202	523,973	-	-	368,450	368,450	-
Transit	930,182	76,149	592,448	-	-	(261,585)	(261,585)	-
Concessions	24,657	23,199	-	-	-	(1,458)	(1,458)	-
Total business-type activities	7,548,020	9,548,760	1,121,378	-	-	3,122,118	3,122,118	-
Total primary government	\$ 34,105,813	\$ 12,132,180	\$ 8,325,920	\$ 1,386,180	\$ (15,383,651)	\$ 3,122,118	\$ (12,261,533)	\$ -
Component Units								
Water works	\$ 4,437,053	\$ 6,154,566	\$ -	\$ 490,039	\$ -	\$ -	\$ -	\$ 2,207,552

City of Marshalltown
Statement of Activities
Year Ended June 30, 2020

	Net (Expense) Revenue and Changes in Net Position			
	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	Marshalltown Water Works
General Revenues				
Taxes				
Property	\$ 10,834,252	\$ -	\$ 10,834,252	\$ -
Tax increment financing	578,569	-	578,569	-
Local option sales	4,003,548	-	4,003,548	-
Utility excise	1,647,405	-	1,647,405	-
Hotel/motel	469,544	-	469,544	-
Mobile homes	12,399	-	12,399	-
Unrestricted				
State generated revenues	1,284,875	-	1,284,875	-
Investment earnings	655,282	442,318	1,097,600	46,823
Miscellaneous revenues	331,183	2,950	334,133	-
Transfers	(7,276)	7,276	-	-
	<u>19,809,781</u>	<u>452,544</u>	<u>20,262,325</u>	<u>46,823</u>
Change in net position	4,426,130	3,574,662	8,000,792	2,254,375
Net Position - Beginning	<u>31,846,723</u>	<u>56,392,205</u>	<u>88,238,928</u>	<u>14,548,973</u>
Net Position - Ending	<u>\$ 36,272,853</u>	<u>\$ 59,966,867</u>	<u>\$ 96,239,720</u>	<u>\$ 16,803,348</u>

City of Marshalltown
Balance Sheet
Governmental Funds
June 30, 2020

	Special Revenue Funds							Capital Projects Funds	Nonmajor Governmental Funds	Total
	General	Road Use Tax	Local Option Sales Tax	Property Tax	Disaster Fund	HUD Programs	Debt Service	Public Works and Other Projects		
Assets										
Cash and cash equivalents	\$ 4,830,940	\$ 5,937,294	\$ 4,513,757	\$ 3,323,455	\$ 20,568	\$ 148,990	\$ 132,055	\$ 8,128,077	2,962,585	\$ 29,997,721
Receivables										
Property taxes										
Delinquent	122,100	-	-	61,519	-	-	13,953	8,996	14,727	221,295
Succeeding year	8,179,700	-	-	4,173,664	-	-	988,678	610,619	-	13,952,661
Accounts and unbilled usage	209,957	-	-	-	-	5,931	-	-	113,801	329,689
Special assessments	-	-	-	-	-	-	-	5,069	-	5,069
Due from other funds	294,411	-	-	-	-	-	-	240,764	-	535,175
Due from component unit	13,132	-	-	-	-	-	-	-	-	13,132
Due from other governments	123,999	463,245	313,794	-	428,284	29,979	-	-	505,472	1,864,773
Inventory	-	38,250	-	-	-	-	-	-	-	38,250
Prepaid items	323,334	9,427	-	-	71	7,613	-	-	106	340,551
Total assets	\$ 14,097,573	\$ 6,448,216	\$ 4,827,551	\$ 7,558,638	\$ 448,923	\$ 192,513	\$ 1,134,686	\$ 8,993,525	\$ 3,596,691	\$ 47,298,316
Liabilities, Deferred Inflows of Resources, and Fund Balances										
Liabilities										
Accounts payable	\$ 158,155	\$ 153,605	\$ -	\$ -	\$ 193,177	\$ 42,161	\$ -	\$ 399,794	\$ 532,460	\$ 1,479,352
Accrued payroll and payroll benefits	366,581	383	-	-	456	7,561	-	-	6,338	381,319
Retainage payable	-	-	-	-	9,611	-	-	13,006	88,561	111,178
Due to other governments	116,811	2,838	-	-	-	-	-	-	-	119,649
Due to other funds	-	-	-	-	-	-	-	-	535,175	535,175
Total liabilities	641,547	156,826	-	-	203,244	49,722	-	412,800	1,162,534	2,626,673
Deferred Inflows of Resources										
Unavailable revenue- property taxes	8,179,700	-	-	4,173,664	-	-	988,678	610,619	-	13,952,661
Unavailable revenue- special assessments	-	-	-	-	-	-	-	5,069	-	5,069
Unavailable revenue- other	70,676	-	-	-	-	5,211	-	-	103,443	179,330
Unavailable revenue- intergovernmental	-	-	-	-	413,185	-	-	-	196,997	610,182
Total deferred inflows of resources	8,250,376	-	-	4,173,664	413,185	5,211	988,678	615,688	300,440	14,747,242
Fund Balances										
Nonspendable	323,334	47,677	-	-	71	7,613	-	-	106	378,801
Restricted	425,925	6,243,713	4,827,551	3,384,974	-	129,967	146,008	7,965,037	2,478,958	25,602,133
Committed	250,000	-	-	-	-	-	-	-	-	250,000
Unassigned	4,206,391	-	-	-	(167,577)	-	-	-	(345,347)	3,693,467
Total fund balances (deficit)	5,205,650	6,291,390	4,827,551	3,384,974	(167,506)	137,580	146,008	7,965,037	2,133,717	29,924,401
Total liabilities, deferred inflows of resources, and fund balances	\$ 14,097,573	\$ 6,448,216	\$ 4,827,551	\$ 7,558,638	\$ 448,923	\$ 192,513	\$ 1,134,686	\$ 8,993,525	\$ 3,596,691	\$ 47,298,316

City of Marshalltown
Reconciliation of the Balance Sheet
Governmental Funds to the Statement of Net Position
June 30, 2020

Total governmental fund balances		\$ 29,924,401
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported as assets in governmental funds.		
The cost of capital assets is	\$ 110,205,154	
Accumulated depreciation is	<u>(47,491,793)</u>	
		62,713,361
Some of the City's revenues will be collected after year-end but are not available soon enough to pay for the current period's expenditures and, therefore, are recognized as deferred inflows of resources, in the governmental funds.		
		794,581
OPEB and Pension related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period and therefore are not reported in the funds.		
OPEB related deferred outflows	2,190,160	
Pension related deferred outflows	3,512,736	
OPEB related deferred inflows	(831,104)	
Pension related deferred inflows	<u>(1,304,587)</u>	
		3,567,205
Internal service funds are used by the City's management to charge the costs of self-insurance programs to the individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Position.		
		1,428,809
Some liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds.		
Those liabilities consist of:		
Bonds and notes payable	(34,357,764)	
Accrued interest on the bonds	(169,832)	
Compensated absences	(1,209,035)	
Net pension liability	(12,784,910)	
Total OPEB liability	<u>(13,633,963)</u>	
		<u>(62,155,504)</u>
Net position of governmental activities		<u>\$ 36,272,853</u>

City of Marshalltown
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2020

	Special Revenue Funds							Capital Projects Funds	Nonmajor Governmental Funds	Total
	General	Road Use Tax	Local Option Sales Tax	Property Tax	Disaster Fund	HUD Programs	Debt Service	Public Works and Other Projects		
Revenues										
Property taxes	\$ 6,398,640	\$ -	\$ -	\$ 3,243,128	\$ -	\$ -	\$ 718,307	\$ 474,176	\$ -	\$ 10,834,251
TIF revenues	-	-	-	-	-	-	-	-	580,979	580,979
Other city taxes	1,655,123	-	4,003,548	498,135	-	-	107,890	72,841	-	6,337,537
Use of money and property	335,356	-	102,448	15,328	-	4,155	26,797	158,937	57,126	700,147
Licenses and permits	295,022	-	-	-	-	-	-	-	-	295,022
Intergovernmental	990,904	3,720,441	-	388,487	1,100,366	1,258,113	87,131	56,801	728,880	8,331,123
Charges for service	830,076	-	-	-	-	-	-	-	4,480	834,556
Special assessments	-	-	-	-	-	-	-	5,603	-	5,603
Miscellaneous	185,605	-	-	-	-	20,246	-	42,680	1,245,821	1,494,352
Total revenues	10,690,726	3,720,441	4,105,996	4,145,078	1,100,366	1,282,514	940,125	811,038	2,617,286	29,413,570
Expenditures										
Current										
Public safety	8,952,688	-	-	9,939	64,787	-	-	1,716,371	253,544	10,997,329
Public works	1,877,718	2,597,268	84,457	-	476,703	-	-	624,958	304,992	5,966,096
Health and social services	2,251	-	-	-	239,713	229,218	-	-	-	471,182
Culture and recreation	2,901,123	-	-	-	63,286	-	-	181,111	2,154,822	5,300,342
Community and economic development	610,031	-	117,500	-	1,459	1,150,350	-	563,666	665,072	3,108,078
General government	1,379,902	-	5,000	-	37,183	-	-	33,963	14,811	1,470,859
Debt service										
Principal	-	-	-	-	-	-	3,358,486	-	-	3,358,486
Interest and other fiscal charges	-	-	-	-	-	-	874,044	-	-	874,044
Total expenditures	15,723,713	2,597,268	206,957	9,939	883,131	1,379,568	4,232,530	3,120,069	3,393,241	31,546,416

City of Marshalltown
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2020

	Special Revenue Funds							Capital Projects Funds		
	General	Road Use Tax	Local Option Sales Tax	Property Tax	Disaster Fund	HUD Programs	Debt Service	Public Works and Other Projects	Nonmajor Governmental Funds	Total
Excess (deficiency) of revenues over (under) expenditures	\$ (5,032,987)	\$ 1,123,173	\$ 3,899,039	\$ 4,135,139	\$ 217,235	\$ (97,054)	\$ (3,292,405)	\$ (2,309,031)	\$ (775,955)	\$ (2,132,846)
Other financing sources (uses)										
Insurance proceeds	-	-	-	-	197,733	-	-	-	834,823	1,032,556
General obligation bonds issued	-	-	-	-	-	-	-	5,610,000	-	5,610,000
Premium on general obligation bonds issued	-	-	-	-	-	-	-	81,652	-	81,652
Transfers in	5,644,675	-	-	-	30,875	-	3,283,870	152,953	1,302,753	10,415,126
Transfers out	(345,164)	(1,147,897)	(3,114,090)	(4,001,337)	(1,086,864)	-	-	(486,896)	(553,408)	(10,735,656)
Total other financing sources (uses)	5,299,511	(1,147,897)	(3,114,090)	(4,001,337)	(858,256)	-	3,283,870	5,357,709	1,584,168	6,403,678
Net change in fund balances	266,524	(24,724)	784,949	133,802	(641,021)	(97,054)	(8,535)	3,048,678	808,213	4,270,832
Fund balances - beginning	4,939,126	6,316,114	4,042,602	3,251,172	473,515	234,634	154,543	4,916,359	1,325,504	25,653,569
Fund balances - ending	\$ 5,205,650	\$ 6,291,390	\$ 4,827,551	\$ 3,384,974	\$ (167,506)	\$ 137,580	\$ 146,008	\$ 7,965,037	\$ 2,133,717	\$ 29,924,401

City of Marshalltown

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds to the Statement of Activities
Year Ended June 30, 2020

Net change in fund balances – total governmental funds \$ 4,270,832

Amounts reported for governmental activities in the Statement of
Activities are different because:

Capital outlays are reported as expenditures in governmental funds. However,
in the Statement of Activities, the cost of capital assets is allocated over
their estimated useful lives as depreciation expense. In the current period,
these amounts are:

Capital outlay	\$ 6,511,480	
Book value of disposals	(387,066)	
Capital contributions	313,254	
Depreciation expense	<u>(3,195,913)</u>	
Net change in capital assets		3,241,755

Because some revenues will not be collected for several months after the
City's fiscal year end, they are not considered "available" revenues and
are unavailable in the governmental funds. Unavailable revenues
changed by these amounts this year:

Intergovernmental	6,280	
Charges for service	<u>538,793</u>	
Net effect		545,073

Debt proceeds provide current financial resources to governmental funds, but
issuing debt increases long-term liabilities in the Statement of Net Position.
Repayment of debt principal is an expenditure in the governmental funds,
but the repayment reduces long-term liabilities in the Statement of Net Position
and does not affect the Statement of Activities. In the current period, these
amounts are:

Debt repayments	3,358,486	
Debt proceeds, including premiums	<u>(5,691,652)</u>	
Net effect		(2,333,166)

Some items reported in the Statement of Activities do not require the use of
current financial resources and, therefore, are not reported as expenditures
in governmental funds. These activities consist of:

Change in accrued interest and premium amortization	(252)	
Change in compensated absences	(58,996)	
Net effect of OPEB related activity	28,763	
Net effect of pension related activity	<u>(924,188)</u>	
Total additional expenses		(954,673)

Internal service funds are used by management to charge the costs
of certain activities to individual funds. The net income (loss) of the
internal service funds is reported with governmental activities.

(343,691)

Change in net position of governmental activities \$ 4,426,130

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City of Marshalltown
Statement of Net Position
Proprietary Funds
June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Assets					
Current assets					
Cash and cash equivalents	\$ 16,979,503	\$ 2,328,910	\$ 199,471	\$ 19,507,884	\$ 2,090,265
Receivables					
Accounts and unbilled					
usage	1,445,330	85,785	1,370	1,532,485	5,207
Due from other funds	19,975	-	-	19,975	-
Due from component unit	471,864	120,904	-	592,768	-
Due from other governments	-	-	193,263	193,263	-
Inventories	17,339	-	4,536	21,875	-
Prepaid items	68,099	10,256	20,615	98,970	-
Total current assets	<u>19,002,110</u>	<u>2,545,855</u>	<u>419,255</u>	<u>21,967,220</u>	<u>2,095,472</u>
Noncurrent assets					
Restricted assets					
Cash and cash equivalents	157,266	-	-	157,266	-
Capital assets					
Land	383,576	504,281	10,437	898,294	-
Land improvements	1,957,598	30,000	243,096	2,230,694	-
Buildings and structures	10,135,410	6,000	704,048	10,845,458	-
Equipment and vehicles	18,014,445	428,881	2,014,254	20,457,580	-
Sanitary sewers and lift					
stations	43,606,180	125,616	-	43,731,796	-
Infrastructure	-	18,008,156	-	18,008,156	-
Construction in progress	3,424,232	723,919	-	4,148,151	-
Accumulated depreciation	(31,848,914)	(6,463,361)	(1,719,763)	(40,032,038)	-
Total noncurrent assets	<u>45,829,793</u>	<u>13,363,492</u>	<u>1,252,072</u>	<u>60,445,357</u>	<u>-</u>
Total assets	<u>64,831,903</u>	<u>15,909,347</u>	<u>1,671,327</u>	<u>82,412,577</u>	<u>2,095,472</u>
Deferred Outflows of Resources					
OPEB related deferred outflows	117,840	24,545	38,996	181,381	
Pension related deferred outflows	211,994	45,855	73,814	331,663	-
Total deferred outflows of resources	<u>329,834</u>	<u>70,400</u>	<u>112,810</u>	<u>513,044</u>	<u>-</u>

City of Marshalltown
Statement of Net Position
Proprietary Funds
June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Liabilities					
Current liabilities					
Accounts payable	\$ 474,134	\$ 15,960	\$ 8,802	\$ 498,896	\$ 493,216
Accrued payroll and payroll benefits	43,246	9,097	17,507	69,850	-
Deposits payable	-	-	-	-	173,447
Retainage payable	140,829	-	-	140,829	-
Due to other governments	9,628	884	2,313	12,825	-
Due to other funds	-	-	19,975	19,975	-
Accrued interest payable	29,492	3,458	-	32,950	-
Compensated absences	32,178	5,334	8,254	45,766	-
General obligation bonds	435,000	165,000	-	600,000	-
Capital loan notes	247,556	-	-	247,556	-
Revenue bonds	1,128,000	-	-	1,128,000	-
Total current liabilities	<u>2,540,063</u>	<u>199,733</u>	<u>56,851</u>	<u>2,796,647</u>	<u>666,663</u>
Noncurrent liabilities					
Compensated absences	158,133	40,599	29,321	228,053	-
General obligation bonds	2,384,231	1,966,418	-	4,350,649	-
Capital loan notes	2,242,905	-	-	2,242,905	-
Revenue bonds	9,863,000	-	-	9,863,000	-
Net OPEB liability	1,011,713	210,728	334,803	1,557,244	-
Net pension liability	820,100	177,389	285,548	1,283,037	-
Total noncurrent liabilities	<u>16,480,082</u>	<u>2,395,134</u>	<u>649,672</u>	<u>19,524,888</u>	<u>-</u>
Total liabilities	<u>19,020,145</u>	<u>2,594,867</u>	<u>706,523</u>	<u>22,321,535</u>	<u>666,663</u>
Deferred Inflows of Resources					
OPEB related deferred inflows	262,000	54,613	86,769	403,382	-
Pension related deferred inflows	149,465	32,330	52,042	233,837	-
Total deferred inflows of resources	<u>411,465</u>	<u>86,943</u>	<u>138,811</u>	<u>637,219</u>	<u>-</u>
Net Position					
Net investment in capital assets	29,371,834	11,232,074	1,252,072	41,855,980	-
Restricted for					
Bond and interest payments	157,266	-	-	157,266	-
Unrestricted	<u>16,201,027</u>	<u>2,065,863</u>	<u>(313,269)</u>	<u>17,953,621</u>	<u>1,428,809</u>
Total net position	<u>\$ 45,730,127</u>	<u>\$ 13,297,937</u>	<u>\$ 938,803</u>	<u>\$ 59,966,867</u>	<u>\$ 1,428,809</u>

City of Marshalltown
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
Year Ended June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Operating Revenues					
Charges for service	\$ 7,963,422	\$ 1,346,034	\$ 170,550	\$ 9,480,006	\$ 2,537,432
Miscellaneous	68,754	-	-	68,754	735,831
Total operating revenues	8,032,176	1,346,034	170,550	9,548,760	3,273,263
Operating Expenses					
Salaries and benefits	1,641,439	371,989	662,827	2,676,255	-
Services and supplies	1,401,066	313,083	368,480	2,082,629	-
Claims paid	-	-	-	-	3,087,736
Health insurance premiums	-	-	-	-	370,842
Depreciation	1,701,557	408,066	150,257	2,259,880	-
Miscellaneous	62,891	8,576	-	71,467	210,626
Total operating expenses	4,806,953	1,101,714	1,181,564	7,090,231	3,669,204
Operating income (loss)	3,225,223	244,320	(1,011,014)	2,458,529	(395,941)
Nonoperating Revenues (Expenses)					
Federal and state grants	1,715	3,242	1,116,421	1,121,378	-
Interest income	373,830	63,714	4,774	442,318	52,250
Interest and other debt expense	(418,226)	(39,563)	-	(457,789)	-
Gain on disposal of capital assets	-	2,500	450	2,950	-
Net nonoperating revenues (expenses)	(42,681)	29,893	1,121,645	1,108,857	52,250
Income (loss) before transfers	3,182,542	274,213	110,631	3,567,386	(343,691)
Transfers In	276,833	-	320,530	597,363	-
Transfers Out	-	(590,087)	-	(590,087)	-
Change in Net Position	3,459,375	(315,874)	431,161	3,574,662	(343,691)
Net Position - Beginning	42,270,752	13,613,811	507,642	56,392,205	1,772,500
Net Position - Ending	\$ 45,730,127	\$ 13,297,937	\$ 938,803	\$ 59,966,867	\$ 1,428,809

City of Marshalltown
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Cash Flows from Operating Activities					
Cash received from customers	\$ 7,896,342	\$ 1,352,221	\$ 175,092	\$ 9,423,655	\$ 2,587,745
Cash payments to suppliers for goods and services	(1,188,086)	(779,013)	(372,715)	(2,339,814)	(3,705,006)
Cash payments to employees for services	(1,586,364)	(337,462)	(580,542)	(2,504,368)	-
Other operating receipts	68,754	-	-	68,754	735,831
Net Cash provided by (used for) Operating Activities	<u>5,190,646</u>	<u>235,746</u>	<u>(778,165)</u>	<u>4,648,227</u>	<u>(381,430)</u>
Cash Flows from Noncapital Financing Activities					
Transfers from other funds	276,833	-	320,530	597,363	-
Transfers to other funds	-	(590,087)	-	(590,087)	-
Grants received	1,715	3,242	923,158	928,115	-
Change in due from other funds	272,782	-	-	272,782	-
Change in due to other funds	-	-	(272,782)	(272,782)	-
Net Cash provided by (used for) Noncapital Financing Activities	<u>551,330</u>	<u>(586,845)</u>	<u>970,906</u>	<u>935,391</u>	<u>-</u>
Cash Flows from Capital and Related Financing Activities					
Proceeds from sale of capital assets	-	-	450	450	-
Acquisition and construction of capital assets	(3,485,083)	(848,426)	(36,195)	(4,369,704)	-
Proceeds from issuance of debt	10,654,517	-	-	10,654,517	-
Payment of debt	(9,810,083)	(165,166)	-	(9,975,249)	-
Interest and fiscal charges paid	(407,410)	(39,830)	-	(447,240)	-
Net Cash used for Capital and Related Financing Activities	<u>(3,048,059)</u>	<u>(1,053,422)</u>	<u>(35,745)</u>	<u>(4,137,226)</u>	<u>-</u>
Cash Flows from Investing Activities					
Interest received on investment securities	<u>373,830</u>	<u>63,714</u>	<u>4,774</u>	<u>442,318</u>	<u>52,250</u>
Net Increase (Decrease) in Cash and Cash Equivalents	3,067,747	(1,340,807)	161,770	1,888,710	(329,180)
Cash and Cash Equivalents, Beginning	<u>14,069,022</u>	<u>3,669,717</u>	<u>37,701</u>	<u>17,776,440</u>	<u>2,419,445</u>
Cash and Cash Equivalents, Ending	<u>\$ 17,136,769</u>	<u>\$ 2,328,910</u>	<u>\$ 199,471</u>	<u>\$ 19,665,150</u>	<u>\$ 2,090,265</u>

City of Marshalltown
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2020

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water Pollution Control	Storm Sewer	Nonmajor Enterprise	Total	
Reconciliation of Operating Income (Loss) to Net Cash provided by used for) Operating Activities					
Operating income (loss)	<u>\$ 3,225,223</u>	<u>\$ 244,320</u>	<u>\$ (1,011,014)</u>	<u>\$ 2,458,529</u>	<u>\$ (395,941)</u>
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities					
Depreciation	1,701,557	408,066	150,257	2,259,880	-
Changes in assets, deferred outflows, liabilities, and deferred inflows					
Receivables	(67,080)	6,187	4,542	(56,351)	42,890
Inventories and prepaid items	(6,809)	(307)	5,169	(1,947)	-
Accounts payable	297,604	(456,724)	(7,199)	(166,319)	(35,802)
Accrued liabilities	20,514	5,223	5,490	31,227	-
Due to other governments	(14,924)	(323)	(2,205)	(17,452)	-
Unearned revenue	-	-	-	-	7,423
Total OPEB liability	(221,231)	(31,027)	(14,622)	(266,880)	-
Net pension liability	(101,171)	(11,961)	(22,027)	(135,159)	-
Deferred outflows	14,376	(494)	(2,371)	11,511	-
Deferred inflows	<u>342,587</u>	<u>72,786</u>	<u>115,815</u>	<u>531,188</u>	<u>-</u>
Total	<u>1,965,423</u>	<u>(8,574)</u>	<u>232,849</u>	<u>2,189,698</u>	<u>14,511</u>
Net Cash provided by (used for) Operating Activities	<u>\$ 5,190,646</u>	<u>\$ 235,746</u>	<u>\$ (778,165)</u>	<u>\$ 4,648,227</u>	<u>\$ (381,430)</u>

City of Marshalltown
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2020

	Agency Funds
Assets	
Cash and cash equivalents	\$ 3,503
Due from City	4,841
Due from County	46,534
Prepaid items	<u>12,356</u>
Total assets	<u>67,234</u>
Liabilities	
Checks written in excess of deposits	51,375
Due to City	<u>15,859</u>
Total liabilities	<u><u>\$ 67,234</u></u>

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Notes to Financial Statements
June 30, 2020

City of Marshalltown

Note 1 - Summary of Significant Accounting Policies

The City of Marshalltown, Iowa (City) was incorporated in 1863 under the laws of the State of Iowa, later amended in July 1975, under the City Home Rule Act. The City operates by ordinance under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The City of Marshalltown, Iowa, provides such services as are authorized by its charter to advance the welfare, health, comfort, safety, and convenience of the City and its inhabitants.

The accounting and reporting policies of the City relating to the accompanying financial statements conform to U.S. generally accepted accounting principles (GAAP) applicable to state and local governments. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the more significant accounting and reporting policies and practices used in the preparation of these financial statements:

Reporting Entity

For financial reporting purposes, the City of Marshalltown, Iowa, has included all funds, organizations, agencies, boards, commissions, and authorities. The City has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City.

These financial statements present the City of Marshalltown, Iowa (the primary government) and its component unit. The following component unit is an entity which is legally separate from the City, but is financially accountable to the City or whose relationship with the City is such that exclusion would cause the City's financial statements to be misleading or incomplete. The discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the City.

Discretely Presented Component Unit: The Marshalltown Water Works (Water Works) was established to operate the City's water works facilities. The Water Works is governed by a three-member board of trustees appointed by the Mayor. A financial benefit/burden relationship exists between the City and the Water Works in that the City is authorized by statute to issue general obligation debt for a City utility and may certify taxes for the payment of the debt. The Water Works is presented as a proprietary fund type and has a June 30 year-end.

Complete financial statements for the individual component unit may be obtained at the respective entity's administrative office as follows:

Marshalltown Water Works
205 East State Street
Marshalltown, Iowa 50158

Jointly Governed Organizations: The City also participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. The City Council is a member of or appoints representatives to the following boards and commissions: Mid Iowa Drug Task Force, Marshall County Emergency Management Commission, Marshall County 911 Joint Services Board, Marshall County Assessor's Conference Board, Marshall County Solid Waste Management Commission, and the Marshall County Communication Commission. Financial transactions relating to these organizations are included in the City's financial statements only to the extent of the City's contributions, if any, to these organizations.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services. Likewise, the *primary government* is reported separately from its certain legally separate *component unit* for which the primary government is financially accountable.

The Statement of Net Position presents the City's nonfiduciary assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as net position. Net position is reported in the following three categories.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by outstanding balances for bonds, notes, and other debt attributable to the acquisition, construction, or improvement of those assets.

Restricted net position results when constraints placed on net position use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of net position not meeting the definition of the two preceding categories. Unrestricted net position often has constraints on resources imposed by management which can be removed or modified.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment, including special assessments. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor governmental funds.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Road Use Tax Fund* is used to account for the operations of street related expenses. Financing is provided by the City's share of state gasoline taxes, which are received on a per capita basis. State law requires these revenues to be received and disbursed in a special fund.

The *Local Option Sales Tax Fund* is used to account for the taxes collected and 78% to be applied towards general property tax relief and 22% for Council designated projects.

The *Property Tax Fund* is used to account for property tax collections for the emergency fund levy and employee benefits, which are then transferred to the general fund.

The *Disaster Fund* is used to account for insurance proceeds and receipts from Federal Emergency Management Agency (FEMA).

The *HUD Programs Fund* is used to account for the operations of a Federal Section 8 rental voucher assistance program, a grant from HUD to assist with security deposits and first month's rent program, and lead abatement program.

The *Debt Service Fund* is used to account for the servicing of general obligation debt.

The *Public Works and Other Projects Fund* is used to account for resources used in the acquisition and construction of capital facilities and other capital assets with the exception of those that are financed through the Culture and Recreation Projects Fund, Airport Projects Fund, or through proprietary funds.

The City reports the following major proprietary funds:

The *Water Pollution Control Fund* is used to account for the operation and maintenance of the City's wastewater treatment facility and sanitary sewer. Services are supported primarily by user charges.

The *Storm Sewer Fund* is used to account for the operation of the City's storm sewers. Services are supported primarily by user charges.

Additionally, the City reports the following fund types:

Internal service funds account for group insurance benefits, occupational insurance benefits, and workmen's compensation benefits provided to other departments on a cost reimbursement basis.

Agency funds function primarily as a clearing mechanism for cash resources which are collected by the City, held as such for a brief period and then disbursed to the authorized recipient. The agency funds of the City are used for payroll clearing activities.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been satisfied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt are reported as other financing sources.

Agency fund financial statements are reported using the accrual basis of accounting but have no measurement focus.

Property taxes are recognized as revenue in the year for which they have been levied, provided they are collected within 60 days after year-end. Sales taxes are considered measurable and available at the time the underlying transaction occurs provided they are collected within 60 days after year-end. Other taxes are considered measurable and available when they have been collected by the state or other levying authority. Special assessments receivables are recognized at the time of their levy. The related revenue is recognized at the time the assessment is due or collected. Licenses and permits, fines and forfeitures, and miscellaneous revenues are generally recognized as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recognized as earned.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water pollution control function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Under terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants and then by general revenues.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Fund Equity

The following accounting policies are followed in preparing the financial statements:

Cash, Cash Equivalents, and Investments. The City maintains a cash and investment pool. These pooled deposits are invested in interest-bearing cash accounts or certificates of deposit. Interest on the pooled cash and investments is recognized as revenue when earned and allocated to the funds on a systematic basis. However, interest of the Road Use Tax Fund is credited directly to the General Fund. Cash and investments are separately held by the discretely presented component unit for which interest is also recognized as revenue when earned.

Property Tax Receivable, Including Tax Increment Financing. Property tax, including tax increment financing, in governmental funds is accounted for using the modified accrual basis of accounting.

Property tax receivable is recognized in these funds on the levy or lien date, which is the date that the tax asking is certified by the City to the County Board of Supervisors. Current year delinquent property taxes receivable represents unpaid taxes from the current year. The succeeding year property tax receivable represents taxes certified by the City to be collected in the next fiscal year for the purposes set out in the budget for the next fiscal year. By statute, the City is required to certify its budget to the County Auditor by March 31 of each year for the subsequent fiscal year. However, by statute, the tax asking and budget certification for the following fiscal year becomes effective on the first day of that year. Although the succeeding year property tax receivable has been recorded, the related revenue is unavailable and will not be recognized as revenue until the year for which it is levied.

The County Treasurer bills and collects taxes for the City. Taxes for the year ended June 30, 2020, were certified with the County during the preceding fiscal year and were due in two equal installments by September 30, 2019 and March 31, 2020. Any County collections on the 2019-2020 tax levy remitted to the City within sixty days subsequent to June 30, 2020, are recorded as property tax revenues. Taxes not collected and remitted to the City within sixty days subsequent to June 30, 2020, are delinquent and have been recorded as receivables. This amount is recorded as unavailable revenue in the governmental funds but is recognized as revenue in the government-wide financial statements.

Accounts Receivable and Unbilled Usage. Accounts receivable are recorded at the time the service is billed. Unbilled usage for service consumed between periodic scheduled billing dates is estimated and is recognized as revenue in the period in which the service is provided.

Due From and Due to Other Funds. Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

Due From Other Governments. Due from other governments represents various shared revenues, grants, and reimbursements from other governments. Shared revenues are recognized during the period when received by the collecting authority, the State of Iowa. Federal grant revenue is recognized when expenditures for the purpose of the grant have been incurred in the government-wide financial statements and as long as it meets the measurable and available criteria in the governmental fund statements.

Inventories and Prepaid Items. Inventories of materials and supplies in the proprietary and governmental fund types are stated at cost using the first-in, first-out method. The costs of governmental fund inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The costs of governmental fund prepaid items are recorded as expenditures when consumed rather than when purchased.

Restricted Assets. Funds set aside for the payment of City enterprise and component unit revenue bonds are classified as restricted assets since their use is restricted by applicable bond indentures. Other restricted assets include funds for customer deposits restricted for application to unpaid customer accounts or for refund to customers.

Deferred Outflows of Resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources consist of unrecognized items not yet charged to pension expense and OPEB expense and contributions from the employer after the measurement date, but before the end of the employer’s reporting period.

Deferred Inflows of Resources. In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Deferred inflows of resources consist of unavailable revenues and unrecognized items not yet charged to pension expense or OPEB expense.

Accounts Receivable and Unbilled Usage. Accounts receivable are recorded at the time the service is billed. Unbilled usage for service consumed between periodic scheduled billing dates is estimated and is recognized as revenue in the period in which the service is provided.

Although certain revenues are measurable, they may not be available. Available means collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. Unavailable revenue represents the amount of assets that have been recognized, but the related revenue has not been recognized since the assets are not collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period.

Unavailable revenue at the fund level consists of property tax receivable, special assessments receivable, succeeding year property tax receivable, and other receivables not collected within 60 days after year-end. Unavailable revenue in the Statement of Net Position consists of succeeding year property tax receivable that will not be recognized as revenue until the year in which they are levied.

Compensated Absences. City employees accumulate a limited amount of earned but unused vacation, compensatory time and sick leave hours for subsequent use or for payment upon termination, death, or retirement. Accumulated sick leave is generally paid at 25%, not to exceed 1,440 hours for municipal fire employees, 1,072.5 hours for municipal police employees and 1,040 hours for all others, upon retirement if the employee has at least 15 years of service. All vacation and sick leave is accrued when incurred in the government-wide and proprietary financial statements. Governmental funds record the earned vacation and vested sick leave hours as an expenditure of the current year to the extent it is paid during the year. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. The compensated absences liability has been computed based on rates of pay in effect as of June 30, 2020.

Water Works employees accumulate a limited amount of earned but unused vacation hours for subsequent use or for payment upon termination, retirement, or death. The liability is recorded on the Statement of Net Position based on rates of pay in effect as of June 30, 2020.

Long-Term Obligations. In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Capital Assets. Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (\$50,000 for infrastructure) and an estimated useful life in excess of two years. All land is recorded regardless of cost. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. All infrastructure of the City has been recorded to date.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government is depreciated using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Land improvements	10-30
Buildings and structures	30-50
Equipment and vehicles	5-30
Sanitary sewers and lift stations	30-50
Infrastructure	20-50

Property, plant and equipment of the Water Works is depreciated using the straight-line method over the following estimated useful lives.

	<u>Years</u>
Plants, wells, and storage	10-40
Distribution property	50-99
Meters	10-20
Vehicles	5
Equipment	7-10

Pensions. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Iowa Public Employees' Retirement System and the Municipal Fire and Police Retirement Systems' and additions to/deductions from the Systems' fiduciary net position have been determined on the same basis as they are reported by the Systems. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The net pension liability attributable to the governmental activities will be paid primarily by the General Fund.

Total OPEB Liability. For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB and OPEB expense, information has been determined based on the City's actuary report. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. The total OPEB liability attributable to the governmental activities will be paid primarily by the General Fund.

Statement of Cash Flows – Cash Equivalents. For purposes of the Statement of Cash Flows for the proprietary funds and the component unit, all short-term cash investments that are highly liquid (including restricted assets) are considered to be cash equivalents. Cash equivalents are readily convertible to known amounts of cash, and at the day of purchase they have a maturity date no longer than three months.

Fund Equity. In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable fund balances cannot be spent because they are not expected to be converted to cash or they are legally or contractually required to remain intact.

Restricted fund balances are restricted for specific purposes when constraints placed on the use of the resources are either externally imposed by their providers, such as creditors, grantors, or other governments; or imposed by law through constitutional provisions or enabling legislation.

Committed fund balances can be used only for specific purposes determined pursuant to constraints formally imposed by the City Council, the highest level of decision-making authority, through resolution approved prior to year-end.

Assigned fund balances are amounts the City intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance. These amounts are assigned by City Council.

Unassigned fund balances are amounts not included in the other spendable classifications. The general fund is the only fund that reports a positive unassigned fund balance.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless City Council has provided otherwise in its commitment or assigned actions.

City of Marshalltown
Notes to Financial Statements
June 30, 2020

As of June 30, 2020, fund balances consisted of the following:

	General	Road Use Tax	Local Option Sales Tax	Property Tax	Disaster Fund	HUD Programs	Debt Service	Public Works and Other Projects	Nonmajor Governmental Funds	Total
Nonspendable										
Inventory and prepaid items	\$ 323,334	\$ 47,677	\$ -	\$ -	\$ 71	\$ 7,613	\$ -	\$ -	\$ 106	\$ 378,801
Restricted for										
Capital improvements	318,000	6,243,713	2,059,238	-	-	-	-	7,965,037	-	16,585,988
Property tax relief	107,925	-	1,041,081	-	-	-	-	-	-	1,149,006
Debt service	-	-	-	-	-	-	146,008	-	-	146,008
Employee benefits	-	-	-	3,384,974	-	-	-	-	-	3,384,974
Economic development	-	-	-	-	-	-	-	-	507,304	507,304
Health and welfare	-	-	-	-	-	-	-	-	176,296	176,296
Parks and recreation	-	-	-	-	-	-	-	-	1,795,358	1,795,358
Housing	-	-	-	-	-	129,967	-	-	-	129,967
Other	-	-	1,727,232	-	-	-	-	-	-	1,727,232
Total restricted	425,925	6,243,713	4,827,551	3,384,974	-	129,967	146,008	7,965,037	2,478,958	25,602,133
Committed										
Capital improvements	250,000	-	-	-	-	-	-	-	-	250,000
Unassigned	4,206,391	-	-	-	(167,577)	-	-	-	(345,347)	3,693,467
Total fund balance	<u>\$ 5,205,650</u>	<u>\$ 6,291,390</u>	<u>\$ 4,827,551</u>	<u>\$ 3,384,974</u>	<u>\$ (167,506)</u>	<u>\$ 137,580</u>	<u>\$ 146,008</u>	<u>\$ 7,965,037</u>	<u>\$ 2,133,717</u>	<u>\$ 29,924,401</u>

Note 2 - Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Required Supplementary Information. At June 30, 2020, disbursements did not exceed amounts budgeted.

Note 3 - Deposits and Investments

Deposits. On June 30, 2020, the carrying amount of the City's deposits was \$51,756,639 and the bank balances were \$51,922,012. The City's deposits in banks at June 30, 2020, were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

As of June 30, 2020, the City's carrying amount of deposits, related bank balances, and other cash, including fiduciary funds, were as follows:

	Carrying Amount	Bank Balance
Demand deposits	\$ 48,710,962	\$ 48,877,860
Certificates of deposits	3,044,152	3,044,152
Petty cash	1,525	-
	<u>1,525</u>	<u>-</u>
Total	<u>\$ 51,756,639</u>	<u>\$ 51,922,012</u>

The City had no investments meeting the disclosure requirements of Governmental Accounting Standards Board Statement No. 72.

The Marshalltown Water Works' carrying amount of deposits was \$5,575,966 all of which was covered by federal depository insurance or insured by the state through pooled collateral, State Sinking Funds and by the state's ability to assess for lost funds.

The City and the Water Works are authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council or Board of Trustees and the Treasurer of the State of Iowa; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

Interest Rate Risk. The City's investment policy limits the investments of operating funds (funds expected to be expended in the current budget year or within fifteen months of receipt) in instruments that mature within 397 days. Funds not identified as operating funds may be invested in instruments with maturities longer than 397 days, but the maturities shall be consistent with the needs and use of the City. The City did not hold any instruments with a maturity greater than 397 days during the year.

Credit Risk. The City's investment policy limits investments in commercial paper and other corporate debt to the top two highest classifications. The City did not invest in any commercial paper or other corporate debt during the year.

Concentration of Credit Risk. The City's investment policy does not allow for a prime bankers' acceptance or commercial paper and other corporate debt balances to be greater than ten percent of its total deposits and investments. The policy also limits the amount that can be invested in a single issue to five percent of its total deposits and investments. The City held no such investments during the year.

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The City's deposits are entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

Custodial Credit Risk – Investments. For an investment, this is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City had no custodially-held investments during the year.

Note 4 - Interfund Balance and Transfers

Due to/from primary government and component unit balances as of June 30, 2020, consisted of the following:

Receivable Entity	Payable Entity	Amount
Primary Government:	Component Unit:	
Governmental Fund, General Fund	Water Works	\$ 13,132
Enterprise Fund, Water Pollution Control	Water Works	471,864
Enterprise Fund, Storm Sewer	Water Works	120,904
		<u>\$ 605,900</u>

Due from/to other funds as of June 30, 2020, consisted of the following:

Due to General Fund from Nonmajor Governmental	<u>\$ 294,411</u>
Due to Public Works and Other Projects Fund from Nonmajor Governmental	<u>\$ 240,764</u>
Due to Water Pollution Control Fund from Nonmajor Enterprise	<u>\$ 19,975</u>

The interfund balances result from negative cash balances.

Interfund transfers for the year ended June 30, 2020, consisted of the following:

Transfers to General Fund from	
Road Use Tax	\$ 1,141,301
Local Option Sales Tax	27,488
Property Tax	4,001,337
Public Works and Other Projects	427,011
Nonmajor governmental	<u>47,538</u>
Total Transfers to General Fund	<u><u>\$ 5,644,675</u></u>
Transfers to Public Works and Other Projects Fund from:	
General	\$ 19,634
Local Option Sales Tax	103,556
Road Use Tax	6,596
Disaster Fund	<u>23,167</u>
Total Transfers to Public Works and Other Projects Fund	<u><u>\$ 152,953</u></u>
Transfers to Disaster Fund from:	
Public works and other capital projects	<u><u>\$ 30,875</u></u>
Transfers to Debt Service Fund from:	
Local Option Sales Tax	\$ 2,918,000
Nonmajor governmental	<u>365,870</u>
Total Transfers to Debt Service Fund	<u><u>\$ 3,283,870</u></u>
Transfers to nonmajor governmental funds from:	
General fund	\$ 5,000
Local Option Sales Tax	65,046
Public works and other projects fund	29,010
Disaster Fund	1,063,697
Nonmajor governmental	<u>140,000</u>
Total transfers to nonmajor governmental funds	<u><u>\$ 1,302,753</u></u>
Transfers to Nonmajor Enterprise Funds from General	<u><u>\$ 320,530</u></u>
Transfers to Water Pollution Control Fund from Storm Sewer	<u><u>\$ 276,833</u></u>
Transfers to Governmental Activities from Storm Sewer	<u><u>\$ 313,254</u></u>

Transfers are used to (1) move property tax revenues from the fund that state statute requires to collect them to the fund that expends the associated expenditure, (2) offset public works salaries within the general fund with road use tax dollars collected, and (3) move a portion of local option sales tax to the fund that is receiving the property tax relief.

Note 5 - Capital Assets

Capital asset activity for the year ended June 30, 2020, was as follows:

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Primary Government				
Governmental activities				
Capital assets, not being depreciated				
Land	\$ 4,753,531	\$ 17,700	\$ -	\$ 4,771,231
Construction in progress	17,697,205	5,271,386	(16,697,604)	6,270,987
Total capital assets, not being depreciated	<u>22,450,736</u>	<u>5,289,086</u>	<u>(16,697,604)</u>	<u>11,042,218</u>
Capital assets, being depreciated				
Buildings and structures	17,358,592	15,486,435	(963,710)	31,881,317
Land improvements	2,661,109	676,341	-	3,337,450
Equipment and vehicles	17,447,455	1,755,165	(523,839)	18,678,781
Infrastructure	44,952,134	313,254	-	45,265,388
Total capital assets, being depreciated	<u>82,419,290</u>	<u>18,231,195</u>	<u>(1,487,549)</u>	<u>99,162,936</u>
Less accumulated depreciation for				
Buildings and structures	(7,940,959)	(899,453)	600,070	(8,240,342)
Land improvements	(1,693,528)	(119,434)	-	(1,812,962)
Equipment and vehicles	(10,966,034)	(949,186)	502,783	(11,412,437)
Infrastructure	(24,798,212)	(1,227,840)	-	(26,026,052)
Total accumulated depreciation	<u>(45,398,733)</u>	<u>(3,195,913)</u>	<u>1,102,853</u>	<u>(47,491,793)</u>
Total Capital Assets, Being Depreciated, Net	<u>37,020,557</u>	<u>15,035,282</u>	<u>(384,696)</u>	<u>51,671,143</u>
Governmental Activities Capital Assets, Net	<u>\$ 59,471,293</u>	<u>\$ 20,324,368</u>	<u>\$ (17,082,300)</u>	<u>\$ 62,713,361</u>

City of Marshalltown
Notes to Financial Statements
June 30, 2020

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Business-Type Activities				
Capital assets, not being depreciated				
Land	\$ 898,294	\$ -	\$ -	\$ 898,294
Construction in progress	1,901,304	3,954,680	(1,707,833)	4,148,151
Total capital assets, not being depreciated	<u>2,799,598</u>	<u>3,954,680</u>	<u>(1,707,833)</u>	<u>5,046,445</u>
Capital assets, being depreciated				
Buildings and structures	10,845,458	-	-	10,845,458
Land improvements	2,230,694	-	-	2,230,694
Equipment and vehicles	20,084,931	417,523	(44,874)	20,457,580
Sanitary sewers and lift stations	43,454,964	276,832	-	43,731,796
Infrastructure	16,577,156	1,431,000	-	18,008,156
Total capital assets, being depreciated	<u>93,193,203</u>	<u>2,125,355</u>	<u>(44,874)</u>	<u>95,273,684</u>
Less accumulated depreciation for				
Buildings and structures	(6,640,398)	(39,377)	-	(6,679,775)
Land improvements	(2,424,816)	(282,290)	-	(2,707,106)
Equipment and vehicles	(12,518,631)	(621,086)	44,874	(13,094,843)
Sanitary sewers and lift stations	(10,443,732)	(941,966)	-	(11,385,698)
Infrastructure	(5,789,455)	(375,161)	-	(6,164,616)
Total accumulated depreciation	<u>(37,817,032)</u>	<u>(2,259,880)</u>	<u>44,874</u>	<u>(40,032,038)</u>
Total Capital Assets, Being Depreciated, Net	<u>55,376,171</u>	<u>(134,525)</u>	<u>-</u>	<u>55,241,646</u>
Business-Type Activities Capital Assets, Net	<u>\$ 58,175,769</u>	<u>\$ 3,820,155</u>	<u>\$ (1,707,833)</u>	<u>\$ 60,288,091</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities	
Public safety	\$ 799,690
Public works	1,564,264
Health and social services	7,323
Culture and recreation	703,312
General government	<u>121,324</u>
Total Depreciation Expense – Governmental Activities	<u>\$ 3,195,913</u>
Business-Type Activities	
Water pollution control	\$ 1,701,557
Storm sewer	408,066
Compost facility	9,768
Bus transit	<u>140,489</u>
Total Depreciation Expense – Business-Type Activities	<u>\$ 2,259,880</u>

Note 6 - Long-Term Debt

The following is a summary of changes in the City's long-term debt for the year ended June 30, 2020:

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
Governmental Activities					
General obligation bonds and notes payable	\$ 31,550,000	\$ 5,610,000	\$ 3,330,000	\$ 33,830,000	\$ 3,325,000
Unamortized premiums	472,168	81,652	68,785	485,035	-
Total general obligation bonds and notes	32,022,168	5,691,652	3,398,785	34,315,035	3,325,000
Notes from direct borrowings	71,215	-	28,486	42,729	28,486
Compensated absences payable	1,150,038	300,755	241,758	1,209,035	250,285
	<u>33,243,421</u>	<u>5,992,407</u>	<u>3,669,029</u>	<u>35,566,799</u>	<u>3,603,771</u>
	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020	Due Within One Year
Business-Type Activities					
General obligation bonds and notes payable	\$ 5,465,000	\$ 3,220,000	\$ 3,800,000	\$ 4,885,000	\$ 600,000
Unamortized premiums	61,584	10,000	5,935	65,649	-
Unamortized discounts	(21,826)	-	(21,826)	-	-
Total general obligation bonds	5,504,758	3,230,000	3,784,109	4,950,649	600,000
Notes from direct borrowings	223,193	2,369,517	102,249	2,490,461	247,556
Revenue bonds payable	12,009,000	5,065,000	6,083,000	10,991,000	1,128,000
Compensated absences payable	264,191	45,085	35,457	273,819	45,766
	<u>18,001,142</u>	<u>10,709,602</u>	<u>10,004,815</u>	<u>18,705,929</u>	<u>2,021,322</u>
Total	<u>\$ 51,244,563</u>	<u>\$ 16,702,009</u>	<u>\$ 13,673,844</u>	<u>\$ 54,272,728</u>	<u>\$ 5,625,093</u>

For the governmental activities, compensated absences are generally liquidated by the general fund.

Bonded Debt. Details of the City's bonds and notes payable as of June 30, 2020, are as follows:

	Interest Rates	Govern- mental Activities	Business- type Activities	Total
General Obligation Bonds and Notes				
issued October 26, 2011	2.05-2.85	\$ 1,235,000	\$ -	\$ 1,235,000
2012A Essential corporate purpose, issued April 12, 2012	1.75-2.50	2,975,000	-	2,975,000
2012B Refunding, issued April 24, 2012	1.65-2.05	940,000	-	940,000
2013A Essential corporate purpose, issued March 12, 2013	1.63-1.75	2,000,000	-	2,000,000
2014A Essential corporate purpose, issued December 16, 2014	2.30-2.50	865,000	-	865,000
2015A Essential corporate purpose, issued November 24, 2015	2.35-2.60	1,275,000	-	1,275,000
2016A General obligation corporate purpose, issued August 9, 2016	2.00	1,610,000	2,075,000	3,685,000
2016B General obligation corporate purpose, issued December 1, 2016	2.00	3,260,000	-	3,260,000
2017A General obligation corporate purpose, issued October 10, 2017	3.00	11,660,000	-	11,660,000
2018A General obligation corporate purpose, issued December 3, 2018	3.00	2,400,000	-	2,400,000
2019 General Obligation corporate purpose issued December 12, 2019	2.00	5,610,000	2,810,000	8,420,000
Total general obligation bonds and notes		<u>33,830,000</u>	<u>4,885,000</u>	<u>38,715,000</u>
Capital loan notes				
Alliant loan note, issued September 17, 2014	0.00	-	120,944	120,944
IDPS fire truck loan, issued July 5, 2016	0.00	42,729	-	42,729
SRF manhole & point repair	1.75	-	2,369,517	2,369,517
Total notes payable		<u>42,729</u>	<u>2,490,461</u>	<u>2,533,190</u>
Revenue Bonds				
Water Pollution Control, improvement bonds, Series 2013, issued June 18, 2013	2.09	-	2,179,000	2,179,000
Water Pollution Control, improvement bonds, Series 2015, issued August 13, 2015	2.69	-	4,237,000	4,237,000
Water Pollution Control, improvement Series 2020 Refunding bonds issued January 8, 2020	1.96	-	4,575,000	4,575,000
Total revenue bonds		<u>-</u>	<u>10,991,000</u>	<u>10,991,000</u>
Total long-term debt		<u>\$ 33,872,729</u>	<u>\$ 18,366,461</u>	<u>\$ 52,239,190</u>

The resolutions providing for the issuance of the City's revenue bonds include the following provisions:

- (1) The bonds will only be redeemed from the future earnings of the enterprise activity and the bond holders hold a lien on the future earnings of the funds.
- (2) Sufficient monthly transfers shall be made to a separate sewer revenue bond and interest sinking fund for the purpose of making the bond principal and interest payments when due.

Future Requirements to Maturity. Principal and interest requirements to maturity for the City's bonds and notes outstanding as of June 30, 2020, are as follows:

Years Ending June 30,	Governmental Activities General Obligation Bonds and Notes		Business-Type Activities General Obligation Bonds and Notes	
	Principal	Interest	Principal	Interest
2021	3,353,486	828,438	847,556	161,362
2022	3,504,243	764,176	774,388	152,848
2023	3,165,000	693,340	760,000	137,680
2024	3,045,000	620,638	788,000	122,480
2025	2,915,000	547,950	816,000	106,720
2026-2030	10,430,000	1,824,215	2,352,000	342,480
2031-2035	5,125,000	822,900	1,037,517	146,300
2036-2040	2,335,000	105,450	-	-
Total	<u>\$ 33,872,729</u>	<u>\$ 6,207,107</u>	<u>\$ 7,375,461</u>	<u>\$ 1,169,870</u>

Years Ending June 30,	Business-Type Activities Revenues Bonds		Total Business-Type Activities	
	Principal	Interest	Principal	Interest
2021	1,128,000	247,870	1,975,556	409,232
2022	1,153,000	222,674	1,927,388	375,522
2023	1,179,000	196,897	1,939,000	334,577
2024	1,205,000	170,531	1,993,000	293,011
2025	1,237,000	143,568	2,053,000	250,288
2026-2030	5,089,000	308,669	7,441,000	651,149
2031-2035	-	-	1,037,517	146,300
Total	<u>\$ 10,991,000</u>	<u>\$ 1,290,209</u>	<u>\$ 18,366,461</u>	<u>\$ 2,460,079</u>

In fiscal year ended June 30, 2020, the Water Pollution Control Fund had net revenues of \$5,300,610 and the amount of principal and interest due on the revenue bonds was \$1,401,631.

At June 30, 2020, the City had approximately \$1,130,000 of capital loan note funds available. These funds are available to the City by filing a disbursement request with the State of Iowa for the State Revolving Fund Manhole & Point Repair Project. The City expects to use the remaining available funds in fiscal year 2021.

Legal Debt Margin. The City's legal debt margin as of June 30, 2020, is as follows:

Regular Realty Valuations	\$ 1,198,094,512
Utility Valuations	435,377,442
Incremental Valuations	<u>17,723,868</u>
Total actual valuations applicable to debt	<u>1,651,195,822</u>
Debt Limit - 5% of Total Actual Valuations Applicable to Debt	<u>82,559,791</u>
Amount of Debt Applicable to Limitation	
General obligation bonds and notes	38,757,729
Urban renewal rebate agreements	<u>3,527,122</u>
	42,284,851
Less funds available from	
Debt service fund	146,008
Tax increment financing	<u>507,304</u>
Total debt applicable to debt margin	<u>41,631,539</u>
Legal debt margin	<u><u>\$ 40,928,252</u></u>

On January 8, 2020, the City issued \$5,065,000 of sewer revenue bonds for a current refunding of \$4,981,000 of sewer revenue bonds. As a result, the sewer revenue bonds from that issue are considered to be defeased and the liability has been removed from the financial statements. The refunding was undertaken to reduce total future debt service payments. The result of the transaction is a reduction of \$139,995 in future debt service payments and an economic gain of \$126,393.

On January 8, 2020, the City issued \$3,220,000 of general obligation bonds for a current refunding of \$3,230,000 of general obligation bonds. As a result, the general obligation bonds from that issue are considered to be defeased and the liability has been removed from the financial statements. The refunding was undertaken to reduce total future debt service payments. The result of the transaction is a reduction of \$162,075 in future debt service payments and an economic gain of \$152,161.

Note 7 - Retirement Plans

The primary government participates in two public pension systems, Iowa Public Employees' Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI). The component unit Water Works participates in IPERS only. The following sections outline the pension related disclosures for each pension of both entities. The aggregate amount of recognized pension expense for the period associated with the net pension liability for all plans is \$2,700,971 for the primary government and \$251,602 for the Water Works. Other aggregate amounts related to pension are separately displayed in the financial statements.

(a) Iowa Public Employees' Retirement System - IPERS

Plan Description – IPERS membership is mandatory for employees of the City and the Water works, except for those covered by another retirement system. Throughout this IPERS disclosure, all references to the City will incorporate both the City and the Water Works, unless otherwise noted.

Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A regular member may retire at normal retirement age and receive monthly benefits without an early retirement deduction. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. (These qualifications must be met on the member's first month of entitlement to benefits.) Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier (based on years of service).
- The member's highest five-year average salary. (For members with service before June 30, 2012, the highest three-year average salary as of that date will be used if it is greater than the highest five-year average salary.)

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25 percent for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50 percent for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits – A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefits or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions – Contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS’ Contribution Rate Funding Policy and Actuarial Amortization Method. Statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the “entry age normal” actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2020, pursuant to the required rate, Regular members contributed 6.29% of pay and the City contributed 9.44% for a total rate of 15.73%.

The City’s total contributions to IPERS for the year ended June 30, 2020 were \$616,287. The Water Work’s total contributions to IPERS for the year ended June 30, 2020 were \$63,183.

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions – The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017)	2.60 percent per annum
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25 percent, average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00 percent compounded annually, net of investment expense including inflation
Wage growth (effective June 30, 2017)	3.25 percent per annum based on 2.60 percent inflation and 0.65 percent real wage inflation

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of economic assumption study dated March 24, 2017 and a demographic assumption study dated June 28, 2018.

Mortality rates used in the 2019 valuation were based on the RP-2014 Employee and Healthy Annuitant Tables with MP-2017 generational adjustments.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting and expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Asset Allocation	Long-Term Expected Real Rate of Return
Core Plus Fixed Income	27%	1.71%
Domestic Equity	22	5.6
International Equity	15	6.08
Private Equity/Debt	11	10.13
Private Real Assets	7.5	4.76
Public Real Assets	7	2.81
Public Credit	3.5	3.32
Global smart beta equity	3	5.82
Private Credit	3	3.01
Cash	1	(0.21)
	<u>100%</u>	

Discount Rate – The discount rate used to measure the total pension liability was 7.0 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Plan Fiduciary Net Position – Detailed information about the pension plan’s fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS’ website at www.ipers.org.

City Specific IPERS Disclosures

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the City reported a liability of \$4,594,347 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2019, the City’s collective proportion was .0793407 percent which was a decrease of .0010740 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the City recognized pension expense of \$802,395. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 12,737	\$ 165,189
Changes of Assumptions	492,120	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	517,728
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	66,486	154,418
City Contributions Subsequent to the Measurement Date	616,287	-
Total	<u>\$ 1,187,630</u>	<u>\$ 837,335</u>

The \$616,287 reported as deferred outflows of resources related to pensions resulting from the City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending June 30	Total
2021	60,854
2022	(136,599)
2023	(79,694)
2024	(92,684)
2025	(17,869)
	<u>\$ (265,992)</u>

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) than the current rate.

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
City's Proportionate Share of the Net Pension Liability	\$ 8,158,077	\$ 4,594,347	\$ 1,605,129

Payable to the Pension Plan – At June 30, 2020, the City reported payables to the defined benefit pension plan of \$0 for legally required employer contributions and \$0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

Water Works Specific IPERS Disclosures

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the Water Works reported a liability of \$512,025 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Water Work's proportion of the net pension liability was based on the Water Work's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2019, the Water Work's collective proportion was .008842 percent which was a decrease of .00529 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the Water Works recognized pension expense of \$108,991. At June 30, 2020, the Water Utility reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Results	\$ 1,419	\$ 18,410
Changes of Assumptions	54,845	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	57,700
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	60,990	4,640
Water Works Contributions Subsequent to the Measurement Date	63,183	-
Total	<u>\$ 180,437</u>	<u>\$ 80,750</u>

The \$63,183 reported as deferred outflows of resources related to pensions resulting from the Water Works contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending June 30,	Total
2021	\$ 26,396
2022	2,470
2023	7,280
2024	(1,016)
2025	1,374
	<u>\$ 36,504</u>

Sensitivity of the Utility's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the Water Utility's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the Water Utility's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) than the current rate.

	1% Decrease (6.0%)	Discount Rate (7.0%)	1% Increase (8.0%)
Water Works' Proportionate Share of the Net Pension Liability	\$ 909,191	\$ 512,025	\$ 178,886

Payable to the Pension Plan – At June 30, 2020, the Water Works reported payables to the defined benefit pension plan of \$0 for legally required employer contributions and \$0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

(b) Municipal Fire and Police Retirement System of Iowa – MFPRSI

Plan Description – MFPRSI membership is mandatory for fire fighters and police officers covered by provisions of Chapter 411 of the Code of Iowa. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI issues a stand-alone financial report which is available to the public by mail at 7155 Lake Drive, Suite 201, West Des Moines, Iowa 50366 or at www.mfprsi.org.

MFPRSI benefits are established under Chapter 411 of the Code of Iowa and the administrative rules thereunder. Chapter 411 of the Code of Iowa and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – Members with 4 or more years of service are entitled to pension benefits beginning at age 55. Full-service retirement benefits are granted to members with 22 years of service, while partial benefits are available to those members with 4 to 22 years of service based on the ratio of years completed to years required (i.e., 22 years). Members with less than 4 years of service are entitled to a refund of their contribution only, with interest, for the period of employment.

Benefits are calculated based upon the member's highest 3 years of compensation. The average of these 3 years becomes the member's average final compensation. The base benefit is 66 percent of the member's average final compensation. Additional benefits are available to members who perform more than 22 years of service (2 percent for each additional year of service, up to a maximum of 8 years). Survivor benefits are available to the beneficiary of a retired member according to the provisions of the benefit option chosen plus an additional benefit for each child. Survivor benefits are subject to a minimum benefit for those members who chose the basic benefit with a 50 percent surviving spouse benefit.

Active members, at least 55 years of age, with 22 or more years of service have the option to participate in the Deferred Retirement Option Program (DROP). The DROP is an arrangement whereby a member who is otherwise eligible to retire and commence benefits opts to continue to work. A member can elect a 3, 4, or 5-year DROP period. By electing to participate in DROP the member is signing a contract indicating the member will retire at the end of the selected DROP period. During the DROP period the member's retirement benefit is frozen and a DROP benefit is credited to a DROP account established for the member. Assuming the member completes the DROP period, the DROP benefit is equal to 52% of the member's retirement benefit at the member's earliest date eligible and 100% if the member delays enrollment for 24 months. At the member's actual date of retirement the member's DROP account will be distributed to the member in the form of a lump sum or rollover to an eligible plan.

Disability and Death Benefits – Disability coverage is broken down into two types, accidental and ordinary. Accidental disability is defined as permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60 percent of the member's average final compensation or the member's service retirement benefit calculation amount. Ordinary disability occurs outside the call of duty and pays benefits equivalent to the greater of 50 percent of the member's average final compensation, for those with 5 or more years of service, or the member's service retirement benefit calculation amount, and 25 percent of average final compensation for those with less than 5 years of service.

Death benefits are similar to disability benefits. Benefits for accidental death are 50 percent of the average final compensation of the member plus an additional amount for each child, or the provisions for ordinary death. Ordinary death benefits consist of a pension equal to 40 percent of the average final compensation of the member plus an additional amount for each child, or a lump-sum distribution to the designated beneficiary equal to 50 percent of the previous year's earnable compensation of the member or equal to the amount of the member's total contributions plus interest.

Benefits are increased (escalated) annually in accordance with Chapter 411.6 of the Code of Iowa which states a standard formula for the increases.

The surviving spouse or dependents of an active member who dies due to a traumatic personal injury incurred in the line of duty receives a \$100,000 lump-sum payment.

Contributions – Member contribution rates are set by state statute. In accordance with Chapter 411 of the Code of Iowa as modified by act of the 1994 General Assembly, to establish compliance with the Federal Older Workers Benefit Protections Act, the contribution rate was 9.40% of earnable compensation for the year ended June 30, 2020.

Employer contribution rates are based upon an actuarially determined normal contribution rate and set by state statute. The required actuarially determined contributions are calculated on the basis of the entry age normal method as adopted by the Board of Trustees as permitted under Chapter 411 of the Code of Iowa. The normal contribution rate is provided by state statute to be the actuarial liabilities of the plan less current plan assets, with such total divided by 1 percent of the actuarially determined present value of prospective future compensation of all members, further reduced by member contributions and state appropriations. Under the Code of Iowa the employer's contribution rate cannot be less than 17.00% of earnable compensation. The contribution rate was 24.41% for the year ended June 30, 2020.

The City's contributions to MFPRSI for the year ended June 30, 2020 was \$1,105,918.

If approved by the state legislature, state appropriation may further reduce the employer's contribution rate, but not below the minimum statutory contribution rate of 17.00% of earnable compensation. The State of Iowa therefore is considered to be a non-employer contributing entity in accordance with the provisions of the Governmental Accounting Standards Board Statement No 67 – *Financial Reporting for Pension Plans*.

There were no state appropriations to MFPRSI during the fiscal year ended June 30, 2020.

Actuarial Assumptions - The total pension liability in the June 30, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017)	3.00 percent per annum
Rates of salary increase (effective June 30, 2017)	3.75 to 15.11 percent, average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.50 percent compounded annually, net of investment expense including inflation

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period of July 1, 2007 to June 30, 2017. There were no significant changes of benefit terms.

Postretirement mortality rates were based on the RP-2014 Blue Collar Combined Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning in 2017.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates (i.e., expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
Large Cap	5.5%
Small Cap	5.8%
International Large Cap	7.3%
Emerging Markets	9.0%
Emerging Market Debt	6.3%
Private Non-Core Real Estate	8.0%
Master Limited Partnerships	9.0%
Private Equity	9.0%
Core Plus Fixed Income	3.3%
Private Core Real Estate	6.0%
Tactical Asset Allocation	6.4%

Discount Rate – The discount rate used to measure the total pension liability was 7.50%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at 9.4% of covered payroll and the City contributions will be made at rates equal to the difference between actuarially determined rates and the member rate. Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Plan Fiduciary Net Position – Detailed information about the pension plan’s fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI’s website at www.mfprsi.org.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the City reported a liability of \$9,473,600 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2019, the City’s collective proportion was 1.444308 percent which was a decrease of .090416 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the City recognized pension expenses of \$1,898,576. At June 30, 2020 the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Results	\$ 326,221	\$ 88,650
Changes of Assumptions	475,652	41,232
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	521,959	-
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	227,019	571,207
City Contributions Subsequent to the Measurement Date	1,105,918	-
Total	<u>\$ 2,656,769</u>	<u>\$ 701,089</u>

The \$1,105,918 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021.

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ended June 30,	Total
2021	\$ 525,317
2022	(8,049)
2023	206,563
2024	138,921
2025	(12,990)
	<u>\$ 849,762</u>

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.5 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.5 percent) or 1-percentage-point higher (8.5 percent) than the current rate.

	1% Decrease (6.5%)	Discount Rate (7.50%)	1% Increase (8.50%)
City's Proportionate Share of the Net Pension Liability	\$ 15,424,682	\$ 9,473,600	\$ 4,544,939

Payables to the Pension Plan – At June 30, 2020, the City reported payables to the defined benefit pension plan of \$0 for legally required employer contributions and \$0 for legally required employee contributions which had been withheld from employee wages but not yet remitted to MFPSI.

(c) Pension Plan – Marshalltown Water Works Supplemental Retirement and Pension Plan

Plan Description – The Water Works maintains the Marshalltown Water Works Supplemental Retirement and Pension Plan, which is a single employer defined benefit plan administered by United Bank and Trust.

The Plan was established by the Marshalltown Water Works' Board of Trustees on September 30, 1953. The Plan was restated and amended on January 1, 2014. The Board of Trustees has the authority to amend the Plan at any time.

Pension Benefits – Employees who retire at or after age 65, or age 62 with 25 years of credited service, are entitled to retirement benefits payable monthly for life. Monthly benefits are equal to 2.12% of the employee's five-year final average salary multiplied by the number of years of consecutive service for the year ended June 30, 2020. Service prior to January 1, 1986 shall be limited to 25 years. Benefits are fully vested on reaching 10 or more years of credited service.

Disability and Death Benefits – A vested member who is awarded federal Social Security disability benefits is eligible to claim Water Works pension benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement and has participated in the plan for 10 or more years prior to death, and is totally vested, the surviving spouse may request a return of the participant's accrued contributions with interest to the date of the participant's death, or may leave the balance in the pension plan and be entitled to a joint and 100% survivor annuity at the time the participant would have become eligible for pension benefits.

Contributions – The Water Works' funding policy provides for employer and employee contributions at actuarially determined rates that are sufficient to accumulate assets to pay benefits when due. The frozen entry age actuarial cost method is used to determine annual plan costs. The employer contribution rate for the year ended June 30, 2020 and 2019 was 8.93% plus an additional \$5,000 per bi-weekly payroll. The employee contribution rate for the year ended June 30, 2020 was 4.95%. Contributions paid by the Water Works for the year ended June 30, 2020 and 2019 totaled \$168,760, and the contributions paid by employees totaled \$21,485.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the Water Works reported a net pension liability of \$1,524,033. The net pension liability was measured as of April 1, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that April 1, 2020.

For the year ended June 30, 2020, the Water Works recognized pension expense of \$142,611. At June 30, 2020 Water Works reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Results	\$ -	\$ 4,400
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	<u>138,495</u>	<u>11,295</u>
Total	<u><u>\$ 138,495</u></u>	<u><u>\$ 15,695</u></u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the pension will be recognized in pension expense as follows:

Years Ending June 30,	Total
2021	\$ 22,631
2022	34,096
2023	36,213
2024	29,860
2025	<u>-</u>
	<u><u>\$ 122,800</u></u>

Actuarial Assumptions – The total pension liability in the April 1, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rates of salary increase (effective April 1, 2020)	3.00 percent per annum
Long-term investment rate of return (effective April 1, 2020)	7.00 percent compounded annually

The actuarial assumptions used in the April 1, 2020 valuation were based on the results of actuarial experience studies with dates corresponding to those listed above.

Mortality rates were based on the 1983 Group Annuity Mortality Table.

The long-term expected rate of return on pension plan investments was determined using best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation). These ranges are combined to produce the long-term expected rate of return. The annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 4.40% based on the target allocation of assets summarized in the following table:

<u>Asset Class</u>	<u>Asset Allocation</u>
Large Cap Equity	30.0%
Small Cap Equity	10.0
International Equity	10.0
High Dividend Equity	10.0
Fixed Income	40.0
Total	<u>100.0%</u>

Sensitivity of the Water Works' Net Pension Liability to Changes in the Discount Rate – The following presents the Water Works' net pension liability calculated using the discount rate of 7.0 percent, as well as what the Water Works' net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.0 percent) or 1-percentage point higher (8.0 percent) than the current rate.

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
Water Works' Proportionate Share of the Net Pension Liability	\$ 1,737,437	\$ 1,524,033	\$ 1,340,042

Note 8 - Other Postemployment Benefits

Plan Description - The City operates a single-employer retiree benefit plan which provides postemployment medical and dental benefits for retirees and their spouses. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The Plan does not issue a stand-alone financial report.

OPEB Benefits - Retirees or eligible spouses are required to contribute for their coverage the following percentages of the total premium:

- 50% if disabled while on duty (police or fire) except disability related expenses are 100% paid by the City,
- 50% if retiring employee satisfies the rule of 88 or police/fire employee is 55 with 22 years of service,
- 50% for grandfathered police/fire,
- 100% for all other including surviving spouses.

To be eligible for the medical and dental insurance coverage, a retiree must be at least 55 years old, or disabled and receiving or eligible to receive a pension under the Iowa Public Employees' Retirement System (IPERS) or the Municipal Fire and Police Retirement System of Iowa (MFPRSI). At July 1, 2019 the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	58
Active employees	<u>147</u>
Total	<u><u>205</u></u>

Total OPEB Liability – The City's total OPEB liability of \$15,191,207 was measured as of June 30, 2020, and was determined by an actuarial valuation as of July 1, 2019.

Actuarial Assumptions – The total OPEB liability in the July 1, 2019 actuarial valuation was determined using the following actuarial assumptions and the entry age normal actuarial cost method, applied to all periods included in the measurement.

Rate of inflation (effective June 30, 2020)	3.00% per annum
Rates of salary increase (effective June 30, 2020)	0.00%, OPEB's directly determined by Service Years not Salary
Discount rate (effective June 30, 2020)	2.70% compounded annually, net of investment expense including inflation
Healthcare cost trend rate (effective June 30, 2020)	6.00%

Discount Rate – The discount rate used to measure the total OPEB liability was 2.70% which reflects the index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Mortality rates are from the RP 2014 Annuity Mortality table. Annual retirement probabilities are based on varying rates by age and turnover probabilities mirror those used by IPERS.

The actuarial assumptions used in the July 1, 2019 valuation were based on the results of an actuarial experience study with dates corresponding to those listed above.

Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Total OPEB liability beginning of year	<u>\$ 15,227,115</u>
Changes for the year	
Service Cost	276,589
Interest	270,079
Net difference between projected and actual earnings on pension plan investments	(953,812)
Change in assumptions	894,265
Benefit payments	<u>(523,029)</u>
Net changes	<u>(35,908)</u>
Total OPEB Liability, End of Year	<u><u>\$ 15,191,207</u></u>

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (1.70%) or 1 % higher (3.70%) than the current discount rate.

	<u>1% Decrease (1.70%)</u>	<u>Discount Rate (2.70%)</u>	<u>1% Increase (3.70%)</u>
Total OPEB Liability	\$ 17,517,580	\$ 15,191,207	\$ 13,299,015

Sensitivity of the City's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (5.00%) or 1% higher (7.00%) than the current healthcare cost trend rates.

	<u>1% Decrease (5.00%)</u>	<u>Healthcare Cost Trend Rate (6.00%)</u>	<u>1% Increase (7.00%)</u>
Total OPEB Liability	\$ 13,077,761	\$ 15,191,207	\$ 17,781,622

OPEB Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB – For the year ended June 30, 2020, the City recognized OPEB expense of \$581,056. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 693,771	\$ 1,234,486
Changes in assumptions	<u>1,677,770</u>	<u>-</u>
Total	<u><u>\$ 2,371,541</u></u>	<u><u>\$ 1,234,486</u></u>

The amount reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

<u>Years Ending June 30</u>	<u>Total</u>
2021	34,234
2022	34,234
2023	34,234
2024	34,234
2025	34,234
Thereafter	<u>965,885</u>
	<u><u>\$ 1,137,055</u></u>

Note 9 - Risk Management

The City is a member in the Iowa Communities Assurance Pool (Pool), as allowed by Chapter 670.7 of the Code of Iowa. The Pool is a local government risk-sharing pool whose 775 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials' liability, police professional liability, property, inland marine, and boiler/machinery. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses, and reinsurance expenses due and payable in the current year, plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained at a level determined by the Board not to exceed 300% of the total current members' basis rates or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool.

The Pool also provides property coverage. Members who elect such coverage make annual operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses and reinsurance premiums, all of which are due and payable in the current year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions.

The City's property and casualty contributions to the risk pool are recorded as expenditures from its operating funds at the time of payment to the risk pool. The City's contributions to the Pool for the year ended June 30, 2020 were \$248,287.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, police professional and public officials' liability risks up to \$500,000 per claim. Claims exceeding \$500,000 are reinsured through reinsurance and excess risk-sharing certificate. Property and automobile physical damage risks are retained by the Pool up to \$250,000 each occurrence, each location, with excess coverage reinsured by Lexington Insurance Company.

The Pool's intergovernmental contract with its members provides that in the event a casualty claim or series of claims exceeds the amount of risk-sharing protection provided by the member's risk-sharing certificate, or in the event that a series of casualty claims exhaust total members' equity plus any reinsurance and any excess risk-sharing recoveries, then payment of such claims shall be the obligation of the respective individual member. The City does not report a liability for losses in excess of reinsurance or excess risk-sharing recoveries unless it is deemed probable that such losses have occurred and the amount of such losses can be reasonably estimated. Accordingly, at June 30, 2020, no liability has been recorded in the City's financial statements. As of June 30, 2020, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

Members agree to continue membership in the Pool for a period of not less than one full year. After such period, a member who has given sixty days prior written notice may withdraw from the Pool. Upon withdrawal, payments for all casualty claims and claims expenses become the sole responsibility of the withdrawing member, regardless of whether a claim was incurred or reported prior to the member's withdrawal. Members withdrawing within the first six years of membership may receive a partial refund of their casualty capital contributions. If a member withdraws after the sixth year, the member is refunded 100% of its casualty capital contributions. However, the refund is reduced by an amount equal to the annual casualty operating contribution which the withdrawing member would have made for the one-year period following withdrawal.

The City has established a Group Insurance Benefits Fund for insuring health benefits provided to City employees and covered dependents which is included as an internal service fund. Health benefits were self-insured up to a specific stop-loss amount of \$85,000 and an aggregate stop-loss of approximately \$3,100,000 for 2020. Coverage from a private insurance company is maintained for losses in excess of the aggregate stop-loss amount. All claims handling procedures are performed by a third-party claims administrator. Reported claims as of June 30, 2020, as well as incurred but not reported claims, have been accrued as a liability based upon the claims administrator's estimate and are included in accounts payable. The liability does not include any allocated or unallocated claim adjustment expenses.

All operating funds of the City participate in the program and make payments to the Group Insurance Benefits Fund based on actuarial estimates of the amounts needed to pay prior and current year claims.

The City has established an Occupational Insurance Benefits Fund to self-insure for workers' compensation benefits for all currently employed police officers and firefighters and police officers and firefighters who have retired due to an accidental disability prior to December 1992, in accordance with Chapter 411.15 of the Code of Iowa. The General Fund is charged for benefits paid to police officers and firefighters by the Occupational Insurance Benefits Fund, which is also accounted for as an internal service fund. Reported claims as of June 30, 2020, as well as incurred but not reported claims, have been accrued as a liability based upon the City's best estimate and are included in accounts payable. The liability does not include any allocated or unallocated claim adjustment expenses. There is no stop-loss insurance for this coverage.

The claims liabilities of \$489,020 in the Group Insurance Benefits Fund and \$4,196 in the Occupational Insurance Benefits Fund are based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The entire amounts will be paid within one year of year-end.

Changes in reported liabilities for the fiscal years ended June 30, 2020 and 2019, are summarized as follows:

	Group Insurance Benefits Fund	Occupational Insurance Benefits Fund
Liabilities as of June 30, 2018	\$ 379,176	\$ 84,821
Claims and Changes in Estimates During Fiscal Year 2019	2,490,144	58,992
Claim Payments	<u>(2,343,418)</u>	<u>(140,697)</u>
Liabilities as of June 30, 2019	525,902	3,116
Claims and Changes in Estimates During Fiscal Year 2020	2,959,442	128,294
Claim Payments	<u>(2,996,324)</u>	<u>(127,214)</u>
Liabilities as of June 30, 2020	<u><u>\$ 489,020</u></u>	<u><u>\$ 4,196</u></u>

Note 10 - Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all regular City employees, permits them to defer a portion of their salary until future years. Participation in the plan is optional. The deferred compensation is not available to employees, until termination, retirement, death, or unforeseeable emergency. The plan complies with IRC Section 457(g), which allows for the plan to hold its assets in trust. Under these requirements, the City does not own the amount deferred by employees and, therefore, the liability and corresponding investment are not reflected in the financial statements.

During this fiscal year, the City also made payroll IRAs available to its employees in accordance with Internal Revenue Code Section 401. This plan is also available to all regular City employees. Participation is optional and withdrawals are governed by current IRS regulations.

Note 11 - Commitments

The City has recognized as a liability only that portion of construction contracts representing construction completed through June 30, 2020. The City has additional commitments for signed construction contracts of approximately \$4,887,998 as of June 30, 2020, to be paid as work on the projects progresses.

Note 12 - Major Customer

The financial statements of the Water Pollution Control Enterprise Fund include sales and receivables from Swift and Company, a major customer, of \$2,772,254 and \$464,527 respectively.

Note 13 - Litigation

The City is a defendant in several claims and lawsuits. In the opinion of the City Attorney and management, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

Note 14 - Deficit Balances

At June 30, 2020, funds with deficit balances were as follows:

Special Revenue Fund - Disaster Fund	\$ (167,506)
Non-major special revenue fund - Grant Fund	(100,401)
Non-major capital projects funds - Airports Projects Fund	(244,946)
Non-major enterprise fund - Recreation Concessions	(22,901)

These deficit balances will be recovered through future grant funding and future charges for services.

Note 15 - Tax Abatements

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or to pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2020, \$78,073 of property tax was diverted from the City under the urban renewal and economic development projects.

Note 16 - Subsequent Events

The City experienced a derecho windstorm on August 10, 2020. Industry, businesses and residences throughout the community were affected. The City received a Federal Public Assistance Disaster Declaration, which allows the City to request reimbursement of up to 85 percent (75 percent Federal and 10 percent State) for debris removal, emergency protective measures, and other repair projects throughout the City. Additionally, the Federal Individual Assistance was also extended to individual citizens of the community. City properties and equipment were also damaged, but the City's insurance mostly covered its damage except for a \$10,000 deductible.

Revenue and expenses were tracked in a disaster fund and insurance fund. To date the City has expended approximately 2.3 million dollars for both its own properties and the community clean-up. As of December 2020, FEMA projects have not been obligated but the City anticipates these projects will be obligated soon. Upon close-out of the projects, the City is anticipating receiving approximately \$3 million in revenues in FY21 thru FY22.

On September 28, 2020, the City of Marshalltown issued General Obligation bonds, Series 2020A in the amount of \$9,590,000 with an interest rate on the bonds of .79%, with a maturity date of June 1, 2032. The City maintained their Aa2 bond rating. \$6,500,000 of the bond will be used for two fire truck purchases, trail projects, park projects, railroad crossing safety improvement, streets, sidewalks, parking lot, tennis court reconstruction, and stormwater improvements. This part of the bond will be repaid with the property tax debt service levy and storm water revenue. The remaining \$3,000,000 of the bond was used for refunding the General Obligation Bond Series 2011B, 2012A (partial) and 2014 in order to get a lower interest rate, which produced a net present value saving over \$193,000. This refunding will be repaid with debt service levy.

On September 28, 2020, the City of Marshalltown issued General Obligation bonds, Series 2020B in the amount of \$2,030,000 with an interest rate on the bonds of 1.11 %, with a maturity date of June 1, 2032. The City maintained their Aa2 bond rating. All proceeds for this bond will be used for Airport improvements. The bond will be repaid with the property tax debt service levy.

Note 17 - Contingencies

The COVID-19 outbreak is disrupting businesses across a range of industries in the United States and financial markets have experienced a significant decline. As a result, local, regional and national economies, including that of the City, may be adversely impacted. The extent of the financial impact of COVID-19 will depend on future developments, including the duration and spread, which are uncertain and cannot be predicted. Due to the uncertainties surrounding the outbreak, management cannot presently estimate the potential impact to the City's operations and finances.

Through the Coronavirus Relief Fund, the CARES Act provided payments to State, Local and Tribal Governments to help navigate the impact of the COVID-19 outbreak. The State of Iowa allocated \$125 million for local governments (\$40 million for counties, \$60 million for cities, and \$25 million for the State and Local match required with FEMA projects). Marshalltown was allocated and received \$633,759 based on the City's population. In addition, the City has incurred a total of \$49,165 for personal protective equipment (PPE), disinfectants, sanitizers, thermometers, sneeze guards, etc. and has submitted the project to FEMA.

Required Supplementary Information
June 30, 2020

City of Marshalltown

City of Marshalltown
Required Supplementary Information
Schedule of Changes in the City's Total OPEB Liability, Related Ratios, and Notes

	Service Cost	Interest Cost	Difference between expected and actual	Changes in assumptions	Benefit payments	Net change in total OPEB liability	Total OPEB liability beginning of year	Total OPEB liability end of year	Covered employee payroll	Total OPEB liability as a % of covered- employee payroll
2020	\$ 276,589	\$ 270,079	\$ (953,812)	\$ 894,265	\$ (523,029)	\$ (35,908)	\$ 15,227,115	\$ 15,191,207	\$ 11,192,555	135.73%
2019	281,820	499,714	96,036	1,061,967	(540,579)	1,398,958	13,828,157	15,227,115	10,534,199	144.55%
2018	242,496	458,043	206,821	-	(504,093)	403,267	13,424,890	13,828,157	10,496,813	131.74%

Note: GASB Statement No. 75 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

Notes to Schedule of Changes in the City of Marshalltown's Total OPEB Liability and Related Ratios

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75.

Changes in benefit terms – There were no significant changes in benefit terms.

Changes in assumptions – Changes in assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period.

Year ended June 30, 2020	2.70%
Year ended June 30, 2019	3.15%
Year ended June 30, 2018	3.72%

City of Marshalltown
Required Supplementary Information
Budgetary Comparison Schedule of Receipts, Disbursements, and
Changes in Balances – Budget and Actual (Cash Basis)
Governmental Funds and Enterprise Funds
Year Ended June 30, 2020

	Actual			Budgeted Amounts		Final to
	Governmental Funds	Enterprise Funds	Total	Original Budget	Final Budget	Actual Variance
Receipts						
Property taxes	\$ 11,694,643	\$ -	\$ 11,694,643	\$ 12,004,303	\$ 12,004,303	\$ (309,660)
TIF revenues	639,223	-	639,223	653,848	653,848	(14,625)
Other city taxes	6,358,717	-	6,358,717	5,265,085	6,240,285	118,432
Licenses and permits	307,594	32,118	339,712	262,094	319,569	20,143
Use of money and property	734,232	512,130	1,246,362	402,922	669,236	577,126
Intergovernmental	6,880,142	928,114	7,808,256	13,202,353	9,008,718	(1,200,462)
Charges for service	804,219	9,379,949	10,184,168	9,902,730	10,242,337	(58,169)
Special assessments	5,603	-	5,603	10,000	5,000	603
Miscellaneous	2,510,427	10,530	2,520,957	3,548,624	2,876,242	(355,285)
Other financing sources	5,702,124	10,649,967	16,352,091	5,662,000	17,572,102	(1,220,011)
Total receipts	35,636,924	21,512,808	57,149,732	50,913,959	59,591,640	(2,441,908)
Disbursements						
Public safety	9,230,633	-	9,230,633	10,403,840	9,469,090	238,457
Public works	4,786,671	-	4,786,671	5,996,675	5,560,451	773,780
Health and social services	458,372	-	458,372	1,571,506	1,817,503	1,359,131
Culture and recreation	3,116,511	-	3,116,511	3,068,551	3,528,012	411,501
Community and economic development	2,467,150	-	2,467,150	1,951,258	2,905,927	438,777
General government	1,436,963	-	1,436,963	1,575,923	2,209,271	772,308
Debt service	4,232,530	-	4,232,530	4,179,531	4,233,126	596
Capital projects	5,612,748	-	5,612,748	8,978,234	10,087,318	4,474,570
Business-type activities	-	19,944,628	19,944,628	13,253,620	23,384,264	3,439,636
Total disbursements	31,341,578	19,944,628	51,286,206	50,979,138	63,194,962	11,908,756
Excess (deficiency) of receipts over (under) disbursements	4,295,346	1,568,180	5,863,526	(65,179)	(3,603,322)	9,466,848
Transfers						
Transfers in	10,439,927	320,530	10,760,457	10,002,336	11,281,102	520,645
Transfers out	(10,760,457)	-	(10,760,457)	(10,002,336)	(11,281,102)	(520,645)
Total transfers	(320,530)	320,530	-	-	-	-
Net change in fund balances	3,974,816	1,888,710	5,863,526	(65,179)	(3,603,322)	9,466,848
Fund Balances, Beginning	26,022,905	17,776,440	43,799,345	36,324,528	44,246,254	(446,909)
Fund Balances, Ending	\$ 29,997,721	\$ 19,665,150	\$ 49,662,871	\$ 36,259,349	\$ 40,642,932	\$ 9,019,939

City of Marshalltown
Required Supplementary Information
Budgetary Comparison Schedule – Budget to GAAP Reconciliation
Year Ended June 30, 2020

	Governmental Funds			Proprietary Funds Enterprise		
	Cash Basis	Accrual Adjustments	Modified Accrual Basis	Cash Basis	Accrual Adjustments	Accrual Basis
Revenues	\$ 35,636,924	\$ 500,854	\$ 36,137,778	\$ 21,512,808	\$ (10,397,402)	\$ 11,115,406
Expenditures/Expenses	<u>31,341,578</u>	<u>204,838</u>	<u>31,546,416</u>	<u>19,944,628</u>	<u>(12,396,608)</u>	<u>7,548,020</u>
Net	4,295,346	296,016	4,591,362	1,568,180	1,999,206	3,567,386
Transfers	(320,530)	-	(320,530)	320,530	(313,254)	7,276
Beginning Fund Balances/ Net Position	<u>26,022,905</u>	<u>(369,336)</u>	<u>25,653,569</u>	<u>17,776,440</u>	<u>38,615,765</u>	<u>56,392,205</u>
Ending Fund Balances/ Net Position	<u>\$ 29,997,721</u>	<u>\$ (73,320)</u>	<u>\$ 29,924,401</u>	<u>\$ 19,665,150</u>	<u>\$ 40,301,717</u>	<u>\$ 59,966,867</u>

The budgetary comparison is presented as Required Supplementary Information in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds except internal service funds. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures. Encumbrances are not recognized on the cash basis budget and appropriations lapse at year end.

Formal and legal budgetary control is based upon nine (9) major classes of disbursements known as functions, not by fund or fund type. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects and business-type activities. Function disbursements required to be budgeted include disbursements for the General Fund, Special Revenue Funds, the Debt Service Fund, Capital Projects Funds and Enterprise Funds. Although the budget document presents function disbursements by fund type, the legal level of control is at the aggregated function level, not by fund. During the year, one budget amendment was prepared with the required public hearing. The amendment increased budgeted disbursements by \$12,215,824, excluding transfers out.

At June 30, 2020, disbursements did not exceed the amended budgeted amounts.

City of Marshalltown
Required Supplementary Information
Schedule of City's Proportionate Share of Net Pension Liability
Iowa Public Employees' Retirement System – IPERS

Fiscal Year Ended	City's proportion of the net pension liability	City's proportionate share of the net pension liability	City's covered payroll	City's proportionate share of the net pension liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
2020	0.0793407%	\$ 4,594,347	\$ 6,042,108	76.04%	85.45%
2019	0.0804147%	5,088,837	6,059,552	83.98%	83.62%
2018	0.0777900%	5,181,791	5,806,629	89.24%	82.21%
2017	0.0815720%	5,044,545	5,772,452	87.39%	81.82%
2016	0.0827000%	4,109,324	5,714,192	71.91%	85.19%
2015	0.0827556%	3,349,191	5,521,483	60.66%	87.61%

See accompanying notes to required supplementary information.

Note: GASB Statement No.68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

City of Marshalltown
Required Supplementary Information
Schedule of City Contributions
Iowa Public Employees' Retirement System – IPERS

Fiscal Year Ended	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contribution	Contribution Deficiency (Excess)	City's Covered Payroll	Contributions as a Percentage of Covered Payroll
2020	\$ 616,287	\$ 616,287	\$ -	\$ 6,483,102	9.51%
2019	570,375	570,375	-	6,042,108	9.44%
2018	541,118	541,118	-	6,059,552	8.93%
2017	518,532	518,532	-	5,806,629	8.93%
2016	515,480	515,480	-	5,772,452	8.93%
2015	510,213	510,213	-	5,714,192	8.93%
2014	493,003	493,003	-	5,521,483	8.93%
2013	471,574	471,574	-	5,462,753	8.63%
2012	422,426	422,426	-	5,234,876	8.07%
2011	359,543	359,543	-	5,173,124	6.95%

Changes of benefit terms

There are no significant changes in benefit terms.

Changes of assumptions

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017
- Adjusted retirement rates
- Lowered disability rates
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit
- Adjusted the merit component of the salary increase assumption

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following retirements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%.
- Decreased the assumed rate of interest on member account from 4.00% to 3.75% t per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

City of Marshalltown
Required Supplementary Information
Schedule of City's Proportionate Share of Net Pension Liability
Municipal Fire and Police Retirement System of Iowa - MFPRSI

Fiscal Year Ended	City's proportion of the net pension liability	City's proportionate share of the net pension liability	City's covered payroll	City's proportionate share of the net pension liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
2020	1.444308%	\$ 9,473,600	\$ 4,372,115	216.68%	79.94%
2019	1.534724%	9,137,800	4,460,800	204.85%	81.07%
2018	1.480374%	8,682,024	4,192,720	207.07%	80.60%
2017	1.560279%	9,755,815	4,229,147	230.68%	78.20%
2016	1.515981%	7,122,296	3,975,266	179.17%	83.04%
2015	1.561055%	5,658,798	3,987,282	141.92%	86.27%

Note: GASB Statement No.68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

City of Marshalltown
Required Supplementary Information
Schedule of City Contributions
Municipal Fire and Police Retirement System of Iowa – MFPRSI

Fiscal Year Ended	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contribution	Contribution Deficiency (Excess)	City's Covered Payroll	Contributions as a Percentage of Covered Payroll
2020	\$ 1,105,918	\$ 1,105,918	\$ -	\$ 4,530,594	24.41%
2019	1,137,624	1,137,624	-	4,372,114	26.02%
2018	1,145,545	1,145,545	-	4,460,800	25.68%
2017	1,086,753	1,086,753	-	4,192,720	25.92%
2016	1,174,434	1,174,434	-	4,229,147	27.77%
2015	1,208,879	1,208,879	-	3,975,266	30.41%
2014	1,200,723	1,200,723	-	3,987,282	30.11%
2013	1,025,722	1,025,722	-	3,908,165	26.25%
2012	950,492	950,492	-	3,838,823	24.76%
2011	736,174	736,174	-	3,699,363	19.90%

Notes to Required Supplementary Information – Pension Liability:

Changes of benefit terms: There were no significant changes of benefit terms.

Changes of assumptions:

The 2018 valuation changed the Postretirement mortality rates to the RP-2014 Blue Collar Combined Health Mortality Table with males set-forward two years, females set-forward two years and individuals with disabilities set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB in 2017.

The 2017 valuation added five years projection of future mortality improvement with Scale BB.

The 2016 valuation changed postretirement mortality rates to the RP-2000 Blue Collar Combined Healthy Mortality Table with males set-back two years, females set-forward one year and disabled individuals set-forward on year (male only rates), with no projection of future mortality improvement.

The 2015 valuation phased in the 1994 Group Annuity Mortality Table for post-retirement mortality. This resulted in a weighting of 1/12 of the 1971 Group Annuity Mortality Table and 11/12 of the 1994 Group Annuity Mortality Table.

The 2014 valuation phased in the 1994 Group Annuity Mortality Table for post-retirement mortality. This resulted in a weighting of 2/12 of the 1971 Group Annuity Mortality Table and 10/12 of the 1994 Group Annuity Mortality Table.

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Other Supplementary Information
June 30, 2020

City of Marshalltown

Special Revenue Funds

Grant Fund – To account for various state and federal grant activities.

Special Contributions – To reflect activities associated with donations and special contributions to various City departments.

Tax Increment Financing – To account for revenue taxes levied for specific uses within the designated district. Specific uses may include the construction of infrastructure and payments associated with debt and other development agreements.

Other – To account for other various revenues, seized assets, City tort liability, special assessments and economic development gift funding.

Capital Projects Funds

Airport Projects – To account for ongoing projects at the municipal airport.

Culture and Recreation Projects – To account for resources used in the acquisition and construction of capital facilities and other capital assets associated with the City's culture and recreation function.

City of Marshalltown
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2020

	Special Revenue Funds				Capital Projects Funds		Total Nonmajor Governmental Funds
	Grant Fund	Special Contributions	Tax Increment Financing	Other	Airport Projects	Culture and Recreation Projects	
Assets							
Cash and cash equivalents	\$ -	\$ 304,165	\$ 492,577	\$ 173,363	\$ -	\$ 1,992,480	\$ 2,962,585
Receivables							
Property taxes							
Delinquent	-	-	14,727	-	-	-	14,727
Accounts and unbilled usage	-	2,425	-	7,933	-	103,443	113,801
Due from other governments	363,881	-	-	-	111,549	30,042	505,472
Prepaid items	-	106	-	-	-	-	106
Total assets	<u>\$ 363,881</u>	<u>\$ 306,696</u>	<u>\$ 507,304</u>	<u>\$ 181,296</u>	<u>\$ 111,549</u>	<u>\$ 2,125,965</u>	<u>\$ 3,596,691</u>

City of Marshalltown
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2020

	Special Revenue Funds				Capital Projects Funds		Total Nonmajor Governmental Funds
	Grant Fund	Special Contributions	Tax Increment Financing	Other	Airport Projects	Culture and Recreation Projects	
Liabilities, Deferred Inflows of Resources, and Fund Balances							
Liabilities							
Accounts payable	\$ 79,093	\$ 3,270	\$ -	\$ 5,000	\$ 4,182	\$ 440,915	\$ 532,460
Accrued payroll and payroll benefits	5,330	1,008	-	-	-	-	6,338
Retainage payable	-	-	-	-	-	88,561	88,561
Due to other funds	294,411	-	-	-	240,764	-	535,175
Total liabilities	378,834	4,278	-	5,000	244,946	529,476	1,162,534
Deferred Inflows of Resources							
Unavailable revenue- other	-	-	-	-	-	103,443	103,443
Unavailable revenue- intergovernmental	85,448	-	-	-	111,549	-	196,997
Total deferred inflows of resources	85,448	-	-	-	111,549	103,443	300,440
Fund Balances							
Nonspendable	-	106	-	-	-	-	106
Restricted	-	302,312	507,304	176,296	-	1,493,046	2,478,958
Unassigned	(100,401)	-	-	-	(244,946)	-	(345,347)
Total fund balances (deficit)	(100,401)	302,418	507,304	176,296	(244,946)	1,493,046	2,133,717
Total liabilities, deferred inflows of resources, and fund balances	\$ 363,881	\$ 306,696	\$ 507,304	\$ 181,296	\$ 111,549	\$ 2,125,965	\$ 3,596,691

City of Marshalltown
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances (Deficit)
Nonmajor Governmental Funds
Year Ended June 30, 2020

	Special Revenue Funds				Capital Projects Funds		Total Nonmajor Governmental Funds
	Grant Fund	Special Contributions	Tax Increment Financing	Other	Airport Projects	Culture and Recreation Projects	
Revenues							
TIF revenues	\$ -	\$ -	\$ 580,979	\$ -	\$ -	\$ -	\$ 580,979
Use of money and property	111	7,193	15,668	4,078	-	30,076	57,126
Intergovernmental	547,847	-	57,616	-	-	123,417	728,880
Charges for service	-	-	-	-	-	4,480	4,480
Miscellaneous	1,758	126,006	-	42,007	-	1,076,050	1,245,821
Total revenues	549,716	133,199	654,263	46,085	-	1,234,023	2,617,286
Expenditures							
Current							
Public safety	185,620	30,353	-	37,571	-	-	253,544
Public works	-	-	-	-	304,992	-	304,992
Culture and recreation	-	122,127	-	4,144	-	2,028,551	2,154,822
Community and economic development	381,839	-	274,540	-	-	8,693	665,072
General government	-	-	-	14,811	-	-	14,811
Total expenditures	567,459	152,480	274,540	56,526	304,992	2,037,244	3,393,241

City of Marshalltown
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances (Deficit)
Nonmajor Governmental Funds
Year Ended June 30, 2020

	Special Revenue Funds				Capital Projects Funds		Total Nonmajor Governmental Funds
	Grant Fund	Special Contributions	Tax Increment Financing	Other	Airport Projects	Culture and Recreation Projects	
Excess of revenues (expenditures) over expenditures (revenues)	\$ (17,743)	\$ (19,281)	\$ 379,723	\$ (10,441)	\$ (304,992)	\$ (803,221)	\$ (775,955)
Other Financing Sources (Uses)							
Insurance Proceeds	-	-	-	-	-	834,823	834,823
Transfers in	5,000	5,000	146,875	-	82,181	1,063,697	1,302,753
Transfers out	-	-	(553,408)	-	-	-	(553,408)
Total other financing sources (uses)	5,000	5,000	(406,533)	-	82,181	1,898,520	1,584,168
Net Change in Fund Balances	(12,743)	(14,281)	(26,810)	(10,441)	(222,811)	1,095,299	808,213
Fund Balances (Deficit) - Beginning	(87,658)	316,699	534,114	186,737	(22,135)	397,747	1,325,504
Fund Balances (Deficit) - Ending	<u>\$ (100,401)</u>	<u>\$ 302,418</u>	<u>\$ 507,304</u>	<u>\$ 176,296</u>	<u>\$ (244,946)</u>	<u>\$ 1,493,046</u>	<u>\$ 2,133,717</u>

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Nonmajor Enterprise Funds

Compost Facility – To account for the operation and maintenance of the City’s facility for yard wastes. Services are supported primarily by user charges.

Bus Transit – To account for the City’s mass transit operations. Services are supported primarily from transit property taxes accounted for and transferred from the General Fund, intergovernmental revenues, and user charges.

Recreation Concessions – To account for the concession’s activity of the municipal swimming pool. Services are supported by user fees.

City of Marshalltown
Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Assets				
Current assets				
Cash and cash equivalents	\$ 30,873	\$ 168,598	\$ -	\$ 199,471
Receivables				
Accounts and unbilled usage	917	453	-	1,370
Due from other governments	44,097	149,166	-	193,263
Inventories	4,536	-	-	4,536
Prepaid items	1,073	19,298	244	20,615
Total current assets	81,496	337,515	244	419,255
Noncurrent assets				
Capital assets				
Land	10,437	-	-	10,437
Land improvements	235,361	7,735	-	243,096
Buildings and structures	26,919	677,129	-	704,048
Equipment and vehicles	122,142	1,892,112	-	2,014,254
Accumulated depreciation	(337,910)	(1,381,853)	-	(1,719,763)
Total noncurrent assets	56,949	1,195,123	-	1,252,072
Total assets	138,445	1,532,638	244	1,671,327
Deferred Outflows of Resources				
OPEB related deferred outflows	-	38,996	-	38,996
Pension related deferred outflows	4,889	68,925	-	73,814
Total deferred outflows of resources	4,889	107,921	-	112,810

City of Marshalltown
Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Liabilities				
Current liabilities				
Accounts payable	\$ 1,028	\$ 5,557	\$ 2,217	\$ 8,802
Accrued payroll and payroll benefits	1,949	14,605	953	17,507
Due to other governments	-	2,313	-	2,313
Due to other funds	-	-	19,975	19,975
Compensated absences	834	7,420	-	8,254
Total current liabilities	<u>3,811</u>	<u>29,895</u>	<u>23,145</u>	<u>56,851</u>
Noncurrent liabilities				
Compensated absences	3,092	26,229	-	29,321
Total OPEB liability	-	334,803	-	334,803
Net pension liability	18,913	266,635	-	285,548
Total noncurrent liabilities	<u>22,005</u>	<u>627,667</u>	<u>-</u>	<u>649,672</u>
Total liabilities	<u>25,816</u>	<u>657,562</u>	<u>23,145</u>	<u>706,523</u>
Deferred Inflows of Resources				
OPEB related deferred inflows	-	86,769	-	86,769
Pension related deferred inflows	3,447	48,595	-	52,042
Total deferred inflows of resources	<u>3,447</u>	<u>135,364</u>	<u>-</u>	<u>138,811</u>
Net Position				
Net investment in capital assets	56,949	1,195,123	-	1,252,072
Unrestricted	57,122	(347,490)	(22,901)	(313,269)
Total net position	<u>\$ 114,071</u>	<u>\$ 847,633</u>	<u>\$ (22,901)</u>	<u>\$ 938,803</u>

City of Marshalltown
Combining Statement of Revenues, Expenditures
and Changes in Fund Net Position
Nonmajor Enterprise Funds
Year Ended June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Operating Revenues				
Charges for service	\$ 71,202	\$ 76,149	\$ 23,199	\$ 170,550
Operating Expenses				
Salaries and benefits	61,125	591,566	10,136	662,827
Services and supplies	155,832	198,127	14,521	368,480
Depreciation	9,768	140,489	-	150,257
Total operating expenses	226,725	930,182	24,657	1,181,564
Operating loss	(155,523)	(854,033)	(1,458)	(1,011,014)
Nonoperating Revenues				
Federal and state grants	523,973	592,448	-	1,116,421
Interest income	3,517	1,257	-	4,774
Gain on disposal of fixed assets	-	450	-	450
Net nonoperating revenues	527,490	594,155	-	1,121,645
Income (loss) before transfers	371,967	(259,878)	(1,458)	110,631
Transfers in	-	320,530	-	320,530
Change in Net Position	371,967	60,652	(1,458)	431,161
Net Position - Beginning	(257,896)	786,981	(21,443)	507,642
Net Position - Ending	\$ 114,071	\$ 847,633	\$ (22,901)	\$ 938,803

City of Marshalltown
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
Year Ended June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Cash Flows from Operating Activities				
Cash received from customers	\$ 70,747	\$ 81,146	\$ 23,199	\$ 175,092
Cash payments to suppliers for goods and services	(150,219)	(205,717)	(16,779)	(372,715)
Cash payments to employees for services	(58,685)	(510,051)	(11,806)	(580,542)
Net Cash used for Operating Activities	(138,157)	(634,622)	(5,386)	(778,165)
Cash Flows from Noncapital Financing Activities				
Transfers from other funds	-	320,530	-	320,530
Grants received	479,876	443,282	-	923,158
Change in due to other funds	(278,168)	-	5,386	(272,782)
Net Cash Provided by Noncapital Financing Activities	201,708	763,812	5,386	970,906
Cash Flows from Capital and Related Financing Activities				
Proceeds from sale of capital assets	-	450	-	450
Acquisition and construction of capital assets	(36,195)	-	-	(36,195)
Net Cash Provided Capital and Related Financing Activities	-	450	-	(35,745)
Cash Flows from Investing Activities				
Interest received	3,517	1,257	-	4,774
Net Increase in Cash and Cash Equivalents	30,873	130,897	-	161,770
Cash and Cash Equivalents, Beginning	-	37,701	-	37,701
Cash and Cash Equivalents, Ending	\$ 30,873	\$ 168,598	\$ -	\$ 199,471

City of Marshalltown
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
Year Ended June 30, 2020

	Compost Facility	Bus Transit	Recreation Concessions	Total Nonmajor Enterprise Funds
Reconciliation of Operating Income (Loss) to Net Cash used for Operating Activities				
Operating income (loss)	\$ (155,523)	\$ (854,033)	\$ (1,458)	\$ (1,011,014)
Adjustments to reconcile operating income to net cash provided for operating activities				
Depreciation	9,768	140,489	-	150,257
Changes in assets, deferred outflows, liabilities, and deferred inflows				
Receivables	(455)	4,997	-	4,542
Inventories and prepaid items	4,627	549	(7)	5,169
Accounts payable	986	(5,934)	(2,251)	(7,199)
Accrued liabilities	(323)	6,302	(489)	5,490
Due to other governments	-	(2,205)	-	(2,205)
Total OPEB liability	-	(14,622)	-	(14,622)
Net pension liability	471	(21,017)	(1,481)	(22,027)
Deferred outflows	224	(3,006)	411	(2,371)
Deferred inflows	2,068	113,858	(111)	115,815
Total adjustments	17,366	219,411	(3,928)	232,849
Net Cash used for Operating Activities	<u>\$ (138,157)</u>	<u>\$ (634,622)</u>	<u>\$ (5,386)</u>	<u>\$ (778,165)</u>

Internal Service Funds

Group Insurance Benefits – To account for employee health insurance premiums and claim payments.

Occupational Insurance Benefits – To account for medical claims associated with work related injuries and disabled policemen and firemen.

Workmen's Compensation Deductible – To account for workmen's compensation deductible insurance claims.

City of Marshalltown
Combining Statement of Net Position
Internal Service Funds
June 30, 2020

	Group Insurance Benefits	Occupational Insurance Benefits	Workmen's Compensation Deductible	Total
Assets				
Current assets				
Cash and cash equivalents	\$ 1,979,822	\$ 73,495	\$ 36,948	\$ 2,090,265
Receivables				
Accounts	5,207	-	-	5,207
Total current assets	1,985,029	73,495	36,948	2,095,472
Liabilities				
Current liabilities				
Accounts payable	489,020	4,196	-	493,216
Deposits payable	173,447	-	-	173,447
Total current liabilities	662,467	4,196	-	666,663
Total net position - unrestricted	\$ 1,322,562	\$ 69,299	\$ 36,948	\$ 1,428,809

City of Marshalltown
Combining Statement of Revenues, Expenses, and
Changes in Fund Net Position
Internal Service Funds
Year Ended June 30, 2020

	Group Insurance Benefits	Occupational Insurance Benefits	Workmen's Compensation Deductible	Total
Operating Revenues				
Charges for service	\$ 2,402,791	\$ 134,641	\$ -	\$ 2,537,432
Miscellaneous	<u>735,796</u>	<u>-</u>	<u>35</u>	<u>735,831</u>
Total operating revenues	<u>3,138,587</u>	<u>134,641</u>	<u>35</u>	<u>3,273,263</u>
Operating Expenses				
Claims	2,959,442	128,294	-	3,087,736
Health insurance premiums	361,521	8,146	1,175	370,842
Miscellaneous	<u>210,611</u>	<u>-</u>	<u>15</u>	<u>210,626</u>
Total operating expenses	<u>3,531,574</u>	<u>136,440</u>	<u>1,190</u>	<u>3,669,204</u>
Operating loss	(392,987)	(1,799)	(1,155)	(395,941)
Nonoperating Revenues				
Interest income	<u>50,058</u>	<u>1,377</u>	<u>815</u>	<u>52,250</u>
Change in Net Position	(342,929)	(422)	(340)	(343,691)
Net Position - Beginning	<u>1,665,491</u>	<u>69,721</u>	<u>37,288</u>	<u>1,772,500</u>
Net Position - Ending	<u>\$ 1,322,562</u>	<u>\$ 69,299</u>	<u>\$ 36,948</u>	<u>\$ 1,428,809</u>

City of Marshalltown
Combining Statement of Cash Flows
Internal Service Funds
Year Ended June 30, 2020

	Group Insurance Benefits	Occupational Insurance Benefits	Workmen's Compensation Deductible	Total
Cash Flows from Operating Activities				
Cash received from customers	\$ 2,453,104	\$ 134,641	\$ -	\$ 2,587,745
Cash payments to suppliers for goods and services	(3,568,456)	(135,360)	(1,190)	(3,705,006)
Other operating receipts	735,796	-	35	735,831
Net Cash used for Operating Activities	<u>(379,556)</u>	<u>(719)</u>	<u>(1,155)</u>	<u>(381,430)</u>
Cash Flows from Investing Activities				
Interest received	50,058	1,377	815	52,250
Net Increase (Decrease) in Cash and Cash Equivalents	(329,498)	658	(340)	(329,180)
Cash and Cash Equivalents, Beginning	2,309,320	72,837	37,288	2,419,445
Cash and Cash Equivalents, Ending	<u>\$ 1,979,822</u>	<u>\$ 73,495</u>	<u>\$ 36,948</u>	<u>\$ 2,090,265</u>
Reconciliation of Operating Income to Net Cash from Operating Activities				
Operating income	<u>\$ (392,987)</u>	<u>\$ (1,799)</u>	<u>\$ (1,155)</u>	<u>\$ (395,941)</u>
Changes in assets and liabilities				
Receivables	42,890	-	-	42,890
Accounts payable	(36,882)	1,080	-	(35,802)
Deposits payable	7,423	-	-	7,423
Total	<u>13,431</u>	<u>1,080</u>	<u>-</u>	<u>14,511</u>
Net Cash used for Operating Activities	<u>\$ (379,556)</u>	<u>\$ (719)</u>	<u>\$ (1,155)</u>	<u>\$ (381,430)</u>

Fiduciary Funds

Agency funds are used to account for funds where the City acts as custodian. Agency funds include:

Payroll Fund – For the internal accounting of payroll and associated liability payments.

911 Commission – To account for funds of a legally separate entity governed by the Marshall County Communications Commission Board of Directors.

Sleuth User Group – To account for membership fees and operations for public safety user group.

Surety Bonds/Deposits – To account for developer's deposits for construction inspections required by the City.

Other – To account for other miscellaneous activities associated with City agencies.

City of Marshalltown
Combining Statement of Changes in Assets and Liabilities
All Agency Funds
Year Ended June 30, 2020

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Payroll Fund				
Assets				
Cash and cash equivalents	\$ -	\$ 46,925,733	\$ 46,925,733	\$ -
Prepaid items	13,563	12,356	13,563	12,356
Total assets	<u>\$ 13,563</u>	<u>\$ 46,938,089</u>	<u>\$ 46,939,296</u>	<u>\$ 12,356</u>
Liabilities				
Accrued payroll and benefits	\$ -	\$ 46,925,733	\$ 46,925,733	\$ -
Due to City	13,563	12,356	13,563	12,356
Total liabilities	<u>\$ 13,563</u>	<u>\$ 46,938,089</u>	<u>\$ 46,939,296</u>	<u>\$ 12,356</u>
911 Comission				
Assets				
Due from County	<u>\$ 72,699</u>	<u>\$ 1,028,283</u>	<u>\$ 1,054,448</u>	<u>\$ 46,534</u>
Liabilities				
Checks written in excess of deposit	<u>\$ 72,699</u>	<u>\$ 1,028,283</u>	<u>\$ 1,054,448</u>	<u>\$ 46,534</u>
Sleuth User Group				
Assets				
Cash and cash equivalents	<u>\$ 14,972</u>	<u>\$ -</u>	<u>\$ 14,972</u>	<u>\$ -</u>
Liabilities				
Due to Sleuth User Group	<u>\$ 14,972</u>	<u>\$ -</u>	<u>\$ 14,972</u>	<u>\$ -</u>
Surety Bonds/Deposits				
Assets				
Cash and cash equivalents	<u>\$ 2,833</u>	<u>\$ 3,503</u>	<u>\$ 2,833</u>	<u>\$ 3,503</u>
Liabilities				
Due to City	<u>\$ 2,833</u>	<u>\$ 3,503</u>	<u>\$ 2,833</u>	<u>\$ 3,503</u>

City of Marshalltown
Combining Statement of Changes in Assets and Liabilities
All Agency Funds
Year Ended June 30, 2020

	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2020
Other				
Assets				
Cash and cash equivalents	\$ 5,713	\$ 4,041	\$ 9,754	\$ -
Due from City	-	4,841	-	4,841
Total assets	<u>\$ 5,713</u>	<u>\$ 8,882</u>	<u>\$ 9,754</u>	<u>\$ 4,841</u>
Liabilities				
Due to other governments	\$ 5,713	\$ 4,041	\$ 9,754	\$ -
Checks written in excess of deposit	-	4,841	-	4,841
Total liabilities	<u>\$ 5,713</u>	<u>\$ 8,882</u>	<u>\$ 9,754</u>	<u>\$ 4,841</u>
All Agency Funds				
Assets				
Cash and cash equivalents	\$ 23,518	\$ 46,933,277	\$ 46,953,292	\$ 3,503
Prepaid items	13,563	12,356	13,563	12,356
Due from City	-	4,841	-	4,841
Due from County	72,699	1,028,283	1,054,448	46,534
Total assets	<u>\$ 109,780</u>	<u>\$ 47,978,757</u>	<u>\$ 48,021,303</u>	<u>\$ 67,234</u>
Liabilities				
Checks written in excess of deposit	\$ 72,699	\$ 1,033,124	\$ 1,054,448	\$ 51,375
Accrued payroll and benefits	-	46,925,733	46,925,733	-
Due to Sleuth User Group	14,972	-	14,972	-
Due to City	16,396	15,859	16,396	15,859
Due to other governments	5,713	4,041	9,754	-
Total liabilities	<u>\$ 109,780</u>	<u>\$ 47,978,757</u>	<u>\$ 48,021,303</u>	<u>\$ 67,234</u>

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Long-Term Debt
June 30, 2020

City of Marshalltown

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30,	Interest Rates	Interest	Principal
Governmental Activities				
General Obligation				
2011B Essential corporate purpose, issued October 26, 2011				
	2021	2.05%	\$ 30,655	\$ 160,000
	2022	2.20%	27,375	165,000
	2023	2.35%	23,745	170,000
	2024	2.45%	19,750	175,000
	2025	2.60%	15,463	180,000
	2026	2.75%	10,782	190,000
	2027	2.85%	5,558	195,000
			<u>133,328</u>	<u>1,235,000</u>
2012A Essential corporate purpose, issued April 12, 2012				
	2021	1.75%	63,938	400,000
	2022	2.00%	56,938	425,000
	2023	2.00%	48,437	425,000
	2024	2.25%	39,938	400,000
	2025	2.25%	30,937	425,000
	2026	2.25%	21,375	450,000
	2027	2.50%	11,250	450,000
			<u>272,813</u>	<u>2,975,000</u>
2012B Crossover advance refunding, issued April 24, 2012				
	2021	1.65%	17,470	330,000
	2022	1.90%	12,025	320,000
	2023	2.05%	5,945	290,000
			<u>35,440</u>	<u>940,000</u>
2013A Essential corporate purpose, issued March 12, 2013				
	2021	1.63%	33,750	1,000,000
	2022	1.75%	17,500	1,000,000
			<u>51,250</u>	<u>2,000,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30,	Interest Rates	Interest	Principal
Governmental Activities (continued)				
General Obligation (continued)				
2014A Essential corporate purpose, issued December 16, 2014				
	2021	2.30%	\$ 20,700	\$ 300,000
	2022	2.40%	13,800	325,000
	2023	2.50%	6,000	240,000
			<u>40,500</u>	<u>865,000</u>
2015A Essential corporate purpose, issued November 24, 2015				
	2021	2.35%	30,525	325,000
	2022	2.35%	22,888	350,000
	2023	2.35%	14,663	375,000
	2024	2.60%	5,850	225,000
			<u>73,926</u>	<u>1,275,000</u>
2016A General obligation corporate purpose, issued August 9, 2016				
	2021	2.00%	32,200	170,000
	2022	2.00%	28,800	175,000
	2023	2.00%	25,300	405,000
	2024	2.00%	17,200	420,000
	2025	2.00%	8,800	440,000
			<u>112,300</u>	<u>1,610,000</u>
2016B General obligation corporate purpose, issued December 1, 2016				
	2021	2.00%	65,200	225,000
	2022	2.00%	60,700	260,000
	2023	2.00%	55,500	270,000
	2024	2.00%	50,100	275,000
	2025	2.00%	44,600	275,000
	2026	2.00%	39,100	475,000
	2027	2.00%	29,600	485,000
	2028	2.00%	19,900	495,000
	2029	2.00%	10,000	500,000
			<u>374,700</u>	<u>3,260,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30,	Interest Rates	Interest	Principal
Governmental Activities (continued)				
General Obligation (continued)				
2017A General obligation corporate purpose, issued October 10, 2017				
	2021	3.00%	\$ 349,800	\$ 155,000
	2022	3.00%	345,150	100,000
	2023	3.00%	342,150	505,000
	2024	3.00%	327,000	515,000
	2025	3.00%	311,550	535,000
	2026	3.00%	295,500	350,000
	2027	3.00%	285,000	360,000
	2028	3.00%	274,200	375,000
	2029	3.00%	262,950	390,000
	2030	3.00%	251,250	915,000
	2031	3.00%	223,800	950,000
	2032	3.00%	195,300	990,000
	2033	3.00%	165,600	1,020,000
	2034	3.00%	135,000	1,060,000
	2035	3.00%	103,200	1,105,000
	2036	3.00%	70,050	1,155,000
	2037	3.00%	35,400	1,180,000
			<u>3,972,900</u>	<u>11,660,000</u>
2018A General obligation corporate purpose, issued December 3, 2018				
	2021	3.00%	72,000	-
	2022	3.00%	72,000	-
	2023	3.00%	72,000	110,000
	2024	3.00%	68,700	350,000
	2025	3.00%	58,200	360,000
	2026	3.00%	47,400	375,000
	2027	3.00%	36,150	385,000
	2028	3.00%	24,600	400,000
	2029	3.00%	12,600	420,000
			<u>463,650</u>	<u>2,400,000</u>
2019 General Obligation corporate purpose issued December 12, 2019				
	2021	2.00%	112,200	260,000
	2022	2.00%	107,000	370,000
	2023	2.00%	99,600	375,000
	2024	2.00%	92,100	685,000
	2025	2.00%	78,400	700,000
	2026	2.00%	64,400	725,000
	2027	2.00%	49,900	650,000
	2028	2.00%	36,900	650,000
	2029	2.00%	23,900	600,000
	2030	2.00%	11,900	595,000
			<u>676,300</u>	<u>5,610,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30,	Interest Rates	Interest	Principal
Governmental Activities (continued)				
Notes Payable				
IDPS fire truck loan note, issued July 5, 2016				
	2021	0.00%	\$ -	\$ 28,486
	2022	0.00%	-	14,243
			-	42,729
General Obligation and Notes Payable				
Total governmental activities				
	2021		828,438	3,353,486
	2022		764,176	3,504,243
	2023		693,340	3,165,000
	2024		620,638	3,045,000
	2025		547,950	2,915,000
	2026		478,557	2,565,000
	2027		417,458	2,525,000
	2028		355,600	1,920,000
	2029		309,450	1,910,000
	2030		263,150	1,510,000
	2031		223,800	950,000
	2032		195,300	990,000
	2033		165,600	1,020,000
	2034		135,000	1,060,000
	2035		103,200	1,105,000
	2036		70,050	1,155,000
	2037		35,400	1,180,000
			<u>\$ 6,207,107</u>	<u>\$ 33,872,729</u>

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30	Interest Rates	Interest	Principal
Business-type Activities				
General Obligation				
2016A General obligation corporate purpose, issued August 9, 2016				
	2021	2.00%	\$ 41,500	\$ 165,000
	2022	2.00%	38,200	165,000
	2023	2.00%	34,900	145,000
	2024	2.00%	32,000	160,000
	2025	2.00%	28,800	165,000
	2026	2.00%	25,500	170,000
	2027	2.00%	22,100	175,000
	2028	2.00%	18,600	220,000
	2029	2.00%	14,200	230,000
	2030	2.00%	9,600	235,000
	2031	2.00%	4,900	245,000
			<u>270,300</u>	<u>2,075,000</u>
2019 General Obligation corporate purpose issued December 12, 2019				
	2021	2.00%	56,200	435,000
	2022	2.00%	47,500	445,000
	2023	2.00%	38,600	465,000
	2024	2.00%	29,300	475,000
	2025	2.00%	19,800	495,000
	2026	2.00%	9,900	495,000
			<u>201,300</u>	<u>2,810,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30	Interest Rates	Interest	Principal
Business-type Activities				
Capital Loan Notes				
Alliant Loan, issued September 17, 2014	2021	0.00%	\$ 935	\$ 103,556
	2022	0.00%	28	17,388
			<u>963</u>	<u>120,944</u>
State Revolving Fund, Manhole and point repair, issued July 19, 2019	2021	1.75%	62,727	144,000
	2022	1.75%	67,120	147,000
	2023	1.75%	64,180	150,000
	2024	1.75%	61,180	153,000
	2025	1.75%	58,120	156,000
	2026	1.75%	55,000	159,000
	2027	1.75%	51,820	162,000
	2028	1.75%	48,580	165,000
	2029	1.75%	45,280	169,000
	2030	1.75%	41,900	172,000
	2031	1.75%	38,460	175,000
	2032	1.75%	34,960	179,000
	2033	1.75%	31,380	183,000
	2034	1.75%	27,720	186,000
	2035	1.75%	8,880	69,517
			<u>697,307</u>	<u>2,369,517</u>
Revenue Bonds				
Sewer Revenue Improvement, Issued June 18, 2013	2021	2.09%	44,225	253,000
	2022	2.09%	38,916	258,000
	2023	2.09%	33,492	264,000
	2024	2.09%	27,943	269,000
	2025	2.09%	22,290	275,000
	2026	2.09%	16,511	281,000
	2027	2.09%	10,607	287,000
	2028	2.09%	4,588	292,000
			<u>198,572</u>	<u>2,179,000</u>

(Continued)

City of Marshalltown
Schedule of Bond Maturities
June 30, 2020

Issue	Year Ending June 30	Interest Rates	Interest	Principal
Business-type Activities				
Revenue Bonds				
2015 Series Sewer Revenue Improvement, Issued August 13, 2015				
	2021	2.69%	\$ 113,975	\$ 375,000
	2022	2.69%	103,888	385,000
	2023	2.69%	93,531	395,000
	2024	2.69%	82,906	406,000
	2025	2.69%	71,984	417,000
	2026	2.69%	60,767	428,000
	2027	2.69%	49,254	440,000
	2028	2.69%	37,418	451,000
	2029	2.69%	25,286	464,000
	2030	2.69%	12,804	476,000
			<u>651,813</u>	<u>4,237,000</u>
Sewer Revenue Improvement and Refunding, refunding of series 2012 & 2014 Issued January 8, 2020				
	2021	1.96%	89,670	500,000
	2022	1.96%	79,870	510,000
	2023	1.96%	69,874	520,000
	2024	1.96%	59,682	530,000
	2025	1.96%	49,294	545,000
	2026	1.96%	38,612	555,000
	2027	1.96%	27,734	565,000
	2028	1.96%	16,660	420,000
	2029	1.96%	8,428	430,000
			<u>439,824</u>	<u>4,575,000</u>
General Obligation, Notes Payable, and Revenue Bonds				
Total business-type activities				
	2021		409,232	1,975,556
	2022		375,522	1,927,388
	2023		334,577	1,939,000
	2024		293,011	1,993,000
	2025		250,288	2,053,000
	2026		206,290	2,088,000
	2027		161,515	1,629,000
	2028		125,846	1,548,000
	2029		93,194	1,293,000
	2030		64,304	883,000
	2031		43,360	420,000
	2032		34,960	179,000
	2033		31,380	183,000
	2034		27,720	186,000
	2035		8,880	69,517
			<u>\$ 2,460,079</u>	<u>\$ 18,366,461</u>

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Statistical Section (Unaudited)
June 30, 2020

City of Marshalltown

This part of the City's statistical comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

<u>Contents</u>	<u>Page</u>
Financial Trends	
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	110
Revenue Capacity	
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	119
Debt Capacity	
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	124
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	129
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	131

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial report for the relevant year.

City of Marshalltown
Net Position by Component
Last Ten Fiscal Years (Accrual Basis of Accounting)

	Fiscal Year									
	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Governmental activities										
Net investment in capital assets	\$ 41,349,928	\$ 39,411,094	\$ 37,973,695	\$ 35,605,495	\$ 34,132,724	\$ 32,948,014	\$ 30,504,272	\$ 29,002,766	\$ 28,325,116	\$ 27,720,521
Restricted	18,176,221	16,316,062	13,150,024	26,679,991	16,806,635	10,119,191	8,457,793	9,706,673	11,863,770	8,246,658
Unrestricted	<u>(23,253,296)</u>	<u>(23,880,433)</u>	<u>(25,557,161)</u>	<u>(29,968,723)</u>	<u>(20,244,351)</u>	<u>(17,323,596)</u>	<u>(5,613,806)</u>	<u>(5,497,165)</u>	<u>(730,534)</u>	<u>2,811,692</u>
Total governmental activities net position	<u>\$ 36,272,853</u>	<u>\$ 31,846,723</u>	<u>\$ 25,566,558</u>	<u>\$ 32,316,763</u>	<u>\$ 30,695,008</u>	<u>\$ 25,743,609</u>	<u>\$ 33,348,259</u>	<u>\$ 33,212,274</u>	<u>\$ 39,458,352</u>	<u>\$ 38,778,871</u>
Business-type activities										
Net investment in capital assets	\$ 41,855,980	\$ 41,571,280	\$ 39,699,525	\$ 38,990,163	\$ 39,370,548	\$ 38,458,793	\$ 40,565,122	\$ 37,861,816	\$ 35,454,854	\$ 31,937,474
Restricted	157,266	139,016	177,299	180,225	181,757	130,261	80,048	64,281	49,296	946,902
Unrestricted	<u>17,953,621</u>	<u>14,681,909</u>	<u>11,965,382</u>	<u>10,555,689</u>	<u>8,989,797</u>	<u>7,413,347</u>	<u>4,444,459</u>	<u>5,613,164</u>	<u>4,815,992</u>	<u>5,329,554</u>
Total business-type activities net position	<u>\$ 59,966,867</u>	<u>\$ 56,392,205</u>	<u>\$ 51,842,206</u>	<u>\$ 49,726,077</u>	<u>\$ 48,542,102</u>	<u>\$ 46,002,401</u>	<u>\$ 45,089,629</u>	<u>\$ 43,539,261</u>	<u>\$ 40,320,142</u>	<u>\$ 38,213,930</u>
Primary Government										
Net investment in capital assets	\$ 83,205,908	\$ 80,982,374	\$ 77,673,220	\$ 74,595,658	\$ 73,503,272	\$ 71,406,807	\$ 71,069,394	\$ 66,864,582	\$ 63,779,970	\$ 59,657,995
Restricted	18,333,487	16,455,078	13,327,323	26,860,216	16,988,392	10,249,452	8,537,841	9,770,954	11,913,066	9,193,560
Unrestricted	<u>(5,299,675)</u>	<u>(9,198,524)</u>	<u>(13,591,779)</u>	<u>(19,413,034)</u>	<u>(11,254,554)</u>	<u>(9,910,249)</u>	<u>(1,169,347)</u>	<u>115,999</u>	<u>4,085,458</u>	<u>8,141,246</u>
Total primary government net position	<u>\$ 96,239,720</u>	<u>\$ 88,238,928</u>	<u>\$ 77,408,764</u>	<u>\$ 82,042,840</u>	<u>\$ 79,237,110</u>	<u>\$ 71,746,010</u>	<u>\$ 78,437,888</u>	<u>\$ 76,751,535</u>	<u>\$ 79,778,494</u>	<u>\$ 76,992,801</u>

City of Marshalltown
Changes in Net Position
Last Ten Fiscal Years (Accrual Basis of Accounting)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Expenses										
Governmental activities:										
Public safety	\$ 12,037,799	\$ 9,976,152	\$ 11,732,583	\$ 10,713,027	\$ 8,996,389	\$ 8,516,307	\$ 9,092,842	\$ 8,607,561	\$ 8,731,373	\$ 8,028,333
Public works	5,211,049	5,841,806	5,591,152	8,553,684	5,706,337	6,186,551	6,465,974	13,472,047	7,049,394	6,203,182
Health and social services	646,290	58,376	654,311	1,306,389	1,274,669	1,784,302	1,301,574	903,270	1,154,023	1,771,196
Culture and recreation	3,187,800	3,294,383	3,888,793	3,654,545	3,358,064	3,505,193	3,645,774	3,435,212	2,757,409	3,801,068
Community and economic development	3,003,969	2,749,981	2,288,991	2,433,608	1,449,883	1,370,533	3,051,319	2,249,158	2,417,304	2,346,822
General government	1,532,609	2,034,176	1,575,523	685,937	1,158,789	1,299,063	1,322,112	1,285,356	1,278,776	1,174,190
Interest on long term debt	938,277	806,440	764,344	429,296	429,891	425,967	627,060	628,314	563,965	578,629
Total governmental activities expenses	<u>26,557,793</u>	<u>24,761,314</u>	<u>26,495,697</u>	<u>27,776,486</u>	<u>22,374,022</u>	<u>23,087,916</u>	<u>25,506,655</u>	<u>30,580,918</u>	<u>23,952,244</u>	<u>23,903,420</u>
Business-type activities:										
Water pollution control	5,225,179	4,385,870	5,105,834	5,574,332	5,375,656	4,584,245	4,608,246	4,295,804	4,735,491	4,275,726
Storm sewer	1,141,277	998,362	958,434	970,912	683,181	698,627	786,788	669,666	611,543	558,572
Compost	226,725	533,956	70,920	88,171	79,479	42,054	39,846	51,440	40,048	37,961
Transit	930,182	818,510	837,136	837,259	771,818	767,054	827,333	794,179	732,113	702,544
Concessions	24,657	40,717	63,800	46,512	49,816	34,907	42,535	59,267	82,739	54,447
Total business-type activities expenses	<u>7,548,020</u>	<u>6,777,415</u>	<u>7,036,124</u>	<u>7,517,186</u>	<u>6,959,950</u>	<u>6,126,887</u>	<u>6,304,748</u>	<u>5,870,356</u>	<u>6,201,934</u>	<u>5,629,250</u>
Total primary government expenses	<u>\$ 34,105,813</u>	<u>\$ 31,538,729</u>	<u>\$ 33,531,821</u>	<u>\$ 35,293,672</u>	<u>\$ 29,333,972</u>	<u>\$ 29,214,803</u>	<u>\$ 31,811,403</u>	<u>\$ 36,451,274</u>	<u>\$ 30,154,178</u>	<u>\$ 29,532,670</u>

City of Marshalltown
Changes in Net Position
Last Ten Fiscal Years (Accrual Basis of Accounting)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Program Revenues										
Governmental activities										
Charges for service:										
Public safety	\$ 538,637	\$ 1,025,001	\$ 409,649	\$ 518,463	\$ 264,966	\$ 150,181	\$ 254,952	\$ 198,296	\$ 173,007	\$ 223,311
Public works	586,097	869,553	443,091	231,554	970,315	1,529,047	658,590	766,244	477,553	428,841
Health and social services	15,259	4,377	7,065	4,250	37,053	52,534	68,187	38,891	79,159	48,134
Culture and recreation	1,185,031	3,205,738	463,866	449,955	468,455	449,155	426,653	454,318	473,715	490,057
Community and economic development	40,519	49,259	93,679	106,562	265,176	278,924	360,999	153,563	170,617	227,024
Other activities	217,877	595,691	117,524	248,336	123,855	171,846	112,992	123,157	269,371	155,658
Operating grants and contributions	7,204,542	6,303,997	6,768,632	7,387,980	6,712,866	6,461,208	6,354,163	6,202,784	5,656,234	7,801,666
Capital grants and contributions	<u>1,386,180</u>	<u>250,571</u>	<u>1,026,153</u>	<u>1,768,179</u>	<u>519,172</u>	<u>170,084</u>	<u>701,920</u>	<u>326,833</u>	<u>492,676</u>	<u>304,891</u>
Total governmental activities program revenues	<u>11,174,142</u>	<u>12,304,187</u>	<u>9,329,659</u>	<u>10,715,279</u>	<u>9,361,858</u>	<u>9,262,979</u>	<u>8,938,456</u>	<u>8,264,086</u>	<u>7,792,332</u>	<u>9,679,582</u>
Business-type activities										
Charges for service:										
Water pollution control	8,032,176	8,286,670	7,857,197	7,545,682	6,563,351	6,066,644	5,860,659	5,079,296	4,937,481	4,280,970
Storm sewer	1,346,034	1,400,019	1,407,673	1,129,135	948,214	776,483	709,946	310,689	310,584	301,235
Compost	71,202	57,440	67,077	75,803	73,336	74,687	60,223	57,417	59,316	45,860
Transit	76,149	70,385	78,047	57,749	93,352	110,342	124,956	134,387	104,394	117,259
Concessions	23,199	41,003	41,200	37,777	40,917	32,522	39,208	43,706	49,559	48,180
Operating grants and contributions	1,121,378	351,965	383,646	381,810	363,188	386,922	407,338	376,900	353,216	239,651
Capital grants and contributions	<u>-</u>	<u>472,223</u>	<u>209,668</u>	<u>432,400</u>	<u>942,209</u>	<u>493,326</u>	<u>444,674</u>	<u>2,889,069</u>	<u>2,281,955</u>	<u>1,797,999</u>
Total business-type activities program revenues	<u>10,670,138</u>	<u>10,679,705</u>	<u>10,044,508</u>	<u>9,660,356</u>	<u>9,024,567</u>	<u>7,940,926</u>	<u>7,647,004</u>	<u>8,891,464</u>	<u>8,096,505</u>	<u>6,831,154</u>
Total primary government program revenues	<u>\$ 21,844,280</u>	<u>\$ 22,983,892</u>	<u>\$ 19,374,167</u>	<u>\$ 20,375,635</u>	<u>\$ 18,386,425</u>	<u>\$ 17,203,905</u>	<u>\$ 16,585,460</u>	<u>\$ 17,155,550</u>	<u>\$ 15,888,837</u>	<u>\$ 16,510,736</u>

City of Marshalltown
Changes in Net Position (continued)
Last Ten Fiscal Years (Accrual Basis of Accounting)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Net (Expense)/Revenue										
Governmental activities	\$ (15,383,651)	\$ (12,457,127)	\$ (17,166,038)	\$ (17,061,207)	\$ (13,012,164)	\$ (13,824,937)	\$ (16,568,199)	\$ (22,316,832)	\$ (16,159,912)	\$ (14,223,838)
Business-type activities	<u>3,122,118</u>	<u>3,902,290</u>	<u>3,008,384</u>	<u>2,143,170</u>	<u>2,064,617</u>	<u>1,814,039</u>	<u>1,342,256</u>	<u>3,021,108</u>	<u>1,894,571</u>	<u>1,201,904</u>
Total primary government net expense	<u>\$ (12,261,533)</u>	<u>\$ (8,554,837)</u>	<u>\$ (14,157,654)</u>	<u>\$ (14,918,037)</u>	<u>\$ (10,947,547)</u>	<u>\$ (12,010,898)</u>	<u>\$ (15,225,943)</u>	<u>\$ (19,295,724)</u>	<u>\$ (14,265,341)</u>	<u>\$ (13,021,934)</u>
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property	\$ 10,834,252	\$ 10,611,119	\$ 10,510,365	\$ 10,156,476	\$ 9,534,568	\$ 9,777,342	\$ 10,036,577	\$ 9,967,944	\$ 9,853,096	\$ 9,210,796
Other	6,711,465	6,013,835	4,823,392	5,347,532	6,983,922	5,755,121	5,778,420	5,132,322	6,063,108	5,565,923
Unrestricted										
State generated revenues	1,284,875	1,353,217	1,331,709	1,384,158	1,244,225	845,140	453,645	369,337	317,412	305,694
Investment earnings	655,282	678,426	456,079	113,371	90,717	53,042	112,280	126,436	173,169	167,610
Miscellaneous revenues	331,183	297,453	561,844	645,749	551,452	660,348	493,213	637,775	602,269	435,191
Transfers	<u>(7,276)</u>	<u>(216,758)</u>	<u>(49,377)</u>	<u>1,035,676</u>	<u>(441,321)</u>	<u>(172,735)</u>	<u>(169,951)</u>	<u>(163,060)</u>	<u>(169,661)</u>	<u>(157,811)</u>
Total governmental activities	<u>19,809,781</u>	<u>18,737,292</u>	<u>17,634,012</u>	<u>18,682,962</u>	<u>17,963,563</u>	<u>16,918,258</u>	<u>16,704,184</u>	<u>16,070,754</u>	<u>16,839,393</u>	<u>15,527,403</u>
Business-type activities:										
Investment earnings	442,318	430,951	213,581	76,481	33,763	26,891	38,161	34,951	41,980	57,359
Miscellaneous revenues	2,950	-	-	-	-	-	-	-	-	-
Transfers	<u>7,276</u>	<u>216,758</u>	<u>49,377</u>	<u>(1,035,676)</u>	<u>441,321</u>	<u>172,735</u>	<u>169,951</u>	<u>163,060</u>	<u>169,661</u>	<u>157,811</u>
Total business-type activities	<u>452,544</u>	<u>647,709</u>	<u>262,958</u>	<u>(959,195)</u>	<u>475,084</u>	<u>199,626</u>	<u>208,112</u>	<u>198,011</u>	<u>211,641</u>	<u>215,170</u>
Total primary government	<u>\$ 20,262,325</u>	<u>\$ 19,385,001</u>	<u>\$ 17,896,970</u>	<u>\$ 17,723,767</u>	<u>\$ 18,438,647</u>	<u>\$ 17,117,884</u>	<u>\$ 16,912,296</u>	<u>\$ 16,268,765</u>	<u>\$ 17,051,034</u>	<u>\$ 15,742,573</u>
Change in Net Position										
Governmental activities	\$ 4,426,130	\$ 6,280,165	\$ 467,974	\$ 1,621,755	\$ 4,951,399	\$ 3,093,321	\$ 135,985	\$ (6,246,078)	\$ 679,481	\$ 1,303,565
Business-type activities	<u>3,574,662</u>	<u>4,549,999</u>	<u>3,271,342</u>	<u>1,183,975</u>	<u>2,539,701</u>	<u>2,013,665</u>	<u>1,550,368</u>	<u>3,219,119</u>	<u>2,106,212</u>	<u>1,417,074</u>
Total primary government	<u>\$ 8,000,792</u>	<u>\$ 10,830,164</u>	<u>\$ 3,739,316</u>	<u>\$ 2,805,730</u>	<u>\$ 7,491,100</u>	<u>\$ 5,106,986</u>	<u>\$ 1,686,353</u>	<u>\$ (3,026,959)</u>	<u>\$ 2,785,693</u>	<u>\$ 2,720,639</u>

City of Marshalltown
Program Revenues by Function/Program
Last Ten Fiscal Years (Accrual Basis of Accounting)

Function/Program	Program Revenues by Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Governmental activities										
Public safety	\$ 860,439	\$ 1,356,113	\$ 969,017	\$ 1,219,476	\$ 1,215,215	\$ 875,300	\$ 1,478,721	\$ 1,154,130	\$ 777,123	\$ 980,216
Public works	5,490,074	4,537,044	4,379,697	5,200,920	4,825,946	4,657,620	3,501,138	4,272,126	3,602,446	3,737,210
Health and social services	240,431	744,822	682,100	1,213,441	967,598	1,470,156	1,834,718	702,887	955,529	1,531,281
Culture and recreation	2,547,311	3,448,519	1,629,312	1,252,730	670,183	638,615	565,562	571,380	707,189	1,399,468
Community and economic development	1,441,649	1,570,150	1,551,934	1,535,644	1,559,061	1,447,647	1,387,104	1,426,383	1,465,674	1,822,717
General government	594,238	647,539	117,599	293,068	123,855	173,641	171,213	137,180	284,371	208,690
Total governmental activities	\$ 11,174,142	\$ 12,304,187	\$ 9,329,659	\$ 10,715,279	\$ 9,361,858	\$ 9,262,979	\$ 8,938,456	\$ 8,264,086	\$ 7,792,332	\$ 9,679,582
Business-type activities										
Water pollution control	\$ 8,033,891	\$ 8,286,670	\$ 7,864,148	\$ 7,550,029	\$ 6,976,658	\$ 6,378,473	\$ 5,896,233	\$ 5,303,615	\$ 6,519,524	\$ 5,130,757
Storm sewer	1,349,276	1,435,587	1,610,390	1,557,188	1,477,116	992,924	887,240	3,016,135	767,941	1,197,010
Compost	595,175	57,440	67,077	75,803	73,336	74,687	60,223	57,417	59,316	45,860
Transit	668,597	859,005	461,693	439,559	456,540	462,320	764,100	470,591	700,165	409,347
Concessions	23,199	41,003	41,200	37,777	40,917	32,522	39,208	43,706	49,559	48,180
Total business-type activities	\$ 10,670,138	\$ 10,679,705	\$ 10,044,508	\$ 9,660,356	\$ 9,024,567	\$ 7,940,926	\$ 7,647,004	\$ 8,891,464	\$ 8,096,505	\$ 6,831,154

City of Marshalltown
Fund Balances – Governmental Funds
Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
General Fund										
Nonspendable	\$ 323,334	\$ 284,681	\$ 256,518	\$ 266,203	\$ 221,785	\$ 237,568	\$ 249,958	\$ 241,974	\$ 258,309	\$ 230,633
Restricted	425,925	581,566	932,307	812,092	725,844	694,247	588,928	1,153,313	517,008	456,488
Committed	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Unassigned	<u>4,206,391</u>	<u>3,822,879</u>	<u>2,953,579</u>	<u>2,551,887</u>	<u>2,520,920</u>	<u>2,371,948</u>	<u>2,663,261</u>	<u>2,736,209</u>	<u>2,783,055</u>	<u>2,839,102</u>
Total general fund	<u>5,205,650</u>	<u>4,939,126</u>	<u>4,392,404</u>	<u>3,880,182</u>	<u>3,718,549</u>	<u>3,553,763</u>	<u>3,752,147</u>	<u>4,381,496</u>	<u>3,808,372</u>	<u>3,776,223</u>
All Other Governmental Funds										
Nonspendable	55,467	34,931	144,786	192,113	169,570	146,258	79,862	141,231	222,131	178,954
Restricted	25,176,208	20,790,563	23,731,636	19,689,514	14,107,300	11,301,502	7,328,052	12,887,420	17,264,749	7,701,874
Unassigned	<u>(512,924)</u>	<u>(111,051)</u>	<u>(339,302)</u>	<u>(98,997)</u>	<u>(195,159)</u>	<u>(84,155)</u>	<u>(270,543)</u>	<u>(198,484)</u>	<u>(323,895)</u>	<u>(506,674)</u>
Total all other governmental funds	<u>24,718,751</u>	<u>20,714,443</u>	<u>23,537,120</u>	<u>19,782,630</u>	<u>14,081,711</u>	<u>11,363,605</u>	<u>7,137,371</u>	<u>12,830,167</u>	<u>17,162,985</u>	<u>7,374,154</u>
Total fund balances of governmental funds	<u>\$ 29,924,401</u>	<u>\$ 25,653,569</u>	<u>\$ 27,929,524</u>	<u>\$ 23,662,812</u>	<u>\$ 17,800,260</u>	<u>\$ 14,917,368</u>	<u>\$ 10,889,518</u>	<u>\$ 17,211,663</u>	<u>\$ 20,971,357</u>	<u>\$ 11,150,377</u>

City of Marshalltown
Changes in Fund Balances – Governmental Funds
Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

	Fiscal Year Ended June 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Revenues										
Taxes	\$ 17,752,767	\$ 16,829,256	\$ 15,826,177	\$ 16,039,312	\$ 17,018,694	\$ 16,030,409	\$ 16,251,920	\$ 15,617,908	\$ 16,392,387	\$ 15,191,296
Use of money and property	700,147	722,104	544,479	208,132	129,003	124,857	169,135	194,543	203,524	198,097
Licenses and permits	295,022	395,611	238,263	285,839	289,261	321,446	391,091	219,392	203,813	232,542
Intergovernmental	8,331,123	7,370,622	8,965,509	10,190,351	7,931,849	7,471,242	6,618,339	6,475,308	7,229,540	7,278,810
Charges for service	834,556	1,404,943	956,493	990,972	1,023,895	964,075	874,840	915,644	897,955	866,580
Special assessments	5,603	10,292	6,445	10,406	12,991	14,738	11,688	14,306	21,759	31,019
Miscellaneous	1,494,352	688,833	606,655	1,084,447	410,616	2,102,572	684,707	912,585	651,226	741,748
Total revenues	29,413,570	27,421,661	27,144,021	28,809,459	26,816,309	27,029,339	25,001,720	24,349,686	25,600,204	24,540,092
Expenditures										
Public safety	10,115,758	8,912,807	10,336,569	9,337,823	8,864,323	8,743,014	8,559,357	8,135,052	7,977,604	7,370,014
Public works	2,993,961	4,596,625	3,872,055	6,930,498	4,208,292	4,669,213	4,985,535	12,081,043	5,605,515	4,841,484
Health and social services	471,182	84,067	736,559	1,282,479	1,352,206	1,907,586	1,385,246	968,157	1,223,039	1,753,967
Culture and recreation	2,347,201	2,410,945	3,059,464	2,840,820	2,539,673	2,268,546	2,739,578	2,551,437	1,853,940	2,998,877
Community and economic development	3,108,078	2,661,457	2,232,438	1,812,299	1,431,086	1,381,445	3,044,706	2,234,323	2,414,531	2,341,523
General government	1,452,659	1,885,554	1,338,066	1,245,851	1,133,255	1,273,399	1,253,001	1,177,738	1,087,036	1,071,829
Capital outlay	6,825,047	11,432,855	9,628,133	4,477,017	2,554,674	1,439,787	2,944,911	3,118,982	2,572,134	1,601,447
Debt service										
Principal	3,358,486	3,348,761	3,684,361	2,730,690	3,066,991	2,971,716	5,663,840	2,788,840	2,928,840	2,613,841
Interest and other fiscal charges	874,044	773,999	886,842	419,527	436,018	457,343	649,203	643,405	626,514	581,504
Total expenditures	31,546,416	36,107,070	35,774,487	31,077,004	25,586,518	25,112,049	31,225,377	33,698,977	26,289,153	25,174,486
Excess (deficiency) of revenues over (under) expenditures	(2,132,846)	(8,685,409)	(8,630,466)	(2,267,545)	1,229,791	1,917,290	(6,223,657)	(9,349,291)	(688,949)	(634,394)
Other Financing Sources (Uses)										
Sale of governmental assets	-	-	-	-	-	-	4,000	35,298	166,128	2,152
Insurance Proceeds	1,032,556	4,192,646	-	-	-	-	-	-	-	-
Debt issued	5,610,000	2,433,566	12,720,000	6,957,430	2,000,000	2,225,000	67,463	5,600,000	10,460,000	1,520,000
Payment of refunded bonds	-	-	-	-	-	-	-	-	53,462	-
Premium and accrued interest on debt issued	81,652	-	226,555	136,991	94,422	58,295	-	117,359	-	-
Transfers in	10,415,126	9,996,948	12,200,051	9,692,037	8,003,404	8,268,840	8,195,955	7,813,126	7,182,963	7,085,563
Transfers out	(10,735,656)	(10,213,706)	(12,249,428)	(8,656,361)	(8,444,725)	(8,441,575)	(8,365,906)	(7,976,186)	(7,352,624)	(7,243,374)
Total other financing sources (uses)	6,403,678	6,409,454	12,897,178	8,130,097	1,653,101	2,110,560	(98,488)	5,589,597	10,509,929	1,364,341
Net change in fund balances	\$ 4,270,832	\$ (2,275,955)	\$ 4,266,712	\$ 5,862,552	\$ 2,882,892	\$ 4,027,850	\$ (6,322,145)	\$ (3,759,694)	\$ 9,820,980	\$ 729,947
Debt service as a percentage of noncapital expenditures	16.9%	16.9%	17.5%	11.8%	15.2%	14.5%	22.3%	11.2%	15.0%	13.6%

City of Marshalltown
Tax Revenues by Source – Governmental Funds
Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

Fiscal year	Property Tax	Tax Increment Financing Tax	Utility ExciseTax	Utility Franchise Fee	Hotel/Motel Tax	Local Option Sales Tax	911 Surcharge	Mobile Home Tax	Total
2010-11	\$ 9,204,384	\$ 1,402,010	\$ 797,989	\$ 229,291	\$ 370,541	\$ 2,939,704	\$ 234,195	\$ 13,182	\$ 15,191,296
2011-12	9,864,582	1,513,164	857,689	223,436	415,196	3,250,865	253,941	13,514	16,392,387
2012-13	9,967,944	1,138,171	820,070	277,060	378,567	2,781,316	240,582	14,198	15,617,908
2013-14	10,036,577	1,475,200	921,454	163,488	432,108	2,936,344	273,435	13,314	16,251,920
2014-15	9,777,342	1,219,210	884,215	223,758	474,474	3,164,249	274,188	12,973	16,030,409
2015-16	9,534,568	1,276,898	903,826	226,548	542,180	4,248,087	273,656	12,931	17,018,694
2016-17	10,156,477	435,098	938,663	217,475	479,576	3,476,514	317,829	17,680	16,039,312
2017-18	10,510,365	169,316	1,105,221	206,702	403,116	3,121,920	280,925	28,612	15,826,177
2018-19	10,611,119	814,444	1,262,499	206,346	567,559	3,330,991	-	36,298	16,829,256
2019-20	10,834,251	580,979	1,647,407	204,641	469,544	4,003,548	-	12,397	17,752,767

City of Marshalltown
General Governmental Tax Revenues by Source
Year Ended June 30, 2020
(Modified Accrual Basis of Accounting)

Fund	Property Tax	Tax Increment Financing Tax	Utility ExciseTax	Utility Franchise Fee	Hotel/Motel Tax	Local Option Sales Tax	Mobile Home Tax	Total
General	\$ 6,398,640	\$ -	\$ 973,713	\$ 204,641	\$ 469,544	\$ -	\$ 7,225	\$ 8,053,763
Tax Increment								
Financing	-	580,979	-	-	-	-	-	580,979
Local Option								
Sales Tax	-	-	-	-	-	4,003,548	-	4,003,548
Property tax	3,243,128	-	494,353	-	-	-	3,782	3,741,263
Debt Service	718,307	-	107,061	-	-	-	829	826,197
Capital Projects	474,176	-	72,280	-	-	-	561	547,017
Total	<u>\$ 10,834,251</u>	<u>\$ 580,979</u>	<u>\$ 1,647,407</u>	<u>\$ 204,641</u>	<u>\$ 469,544</u>	<u>\$ 4,003,548</u>	<u>\$ 12,397</u>	<u>\$ 17,752,767</u>

City of Marshalltown
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Levy Year	Fiscal Year	Residential Property	Commercial Property	Industrial Property	Total Regular Realty	TIF	Agland Realty	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Gross Value	Taxable Assessed Value as a Percentage of Actual Gross Value
2009	2010-11	\$ 397,183,541	\$ 216,744,087	\$ 57,440,303	\$ 671,367,931	\$ 39,224,720	\$ 4,089,857	\$ 714,682,508	13.93650	\$ 1,280,682,454	55.805%
2010	2011-12	417,071,906	212,845,232	59,866,238	689,783,376	41,694,319	4,377,890	735,855,585	14.51331	1,310,087,232	56.168%
2011	2012-13	431,280,150	221,772,457	61,505,293	714,557,900	31,552,130	4,605,496	750,715,526	14.28339	1,312,105,030	57.215%
2012	2013-14	449,211,004	219,544,651	64,114,746	732,870,401	44,270,422	4,695,878	781,836,701	14.18432	1,333,053,884	58.650%
2013	2014-15	434,833,408	202,005,765	58,618,711	695,457,884	37,409,137	4,496,113	737,363,134	14.76356	1,281,885,530	57.522%
2014	2015-16	448,390,423	183,199,944	57,943,159	689,533,526	40,194,757	4,601,327	734,329,610	14.76257	1,322,550,079	55.524%
2015	2016-17	477,738,442	184,047,569	60,250,209	722,036,220	14,353,482	4,665,045	741,054,747	15.28158	1,356,883,195	54.614%
2016	2017-18	462,642,384	213,234,801	70,301,288	746,178,473	5,394,151	4,680,367	756,252,991	15.28158	1,445,382,350	52.322%
2017	2018-19	504,172,982	189,737,930	56,495,980	750,406,892	24,539,106	4,683,585	779,629,583	15.28158	1,569,617,962	49.670%
2018	2019-20	493,017,822	219,841,198	65,351,198	778,210,218	17,723,868	4,771,279	800,705,365	15.38434	1,644,866,326	48.679%

		Rollback Factors by Class				
		Tax Exempt		Multi-		
Fiscal Year	Gas & Electric	Property	Residential	Residential	Agricultural	Commercial
2010-11	\$ 117,499,581	\$ 95,951,150	46.90940		66.27150	100.00000
2011-12	135,852,760	86,651,379	48.52990		69.01520	100.00000
2012-13	147,398,057	112,284,058	50.75180		57.54110	100.00000
2013-14	153,467,212	112,570,348	52.81660		59.93340	100.00000
2014-15	165,363,180	156,351,613	54.40020		43.39970	95.00000
2015-16	203,378,461	148,643,971	55.73350		44.02100	90.00000
2016-17	226,574,365	168,759,389	55.62590	86.25000	46.10680	90.00000
2017-18	307,764,842	171,600,722	56.93910	82.50000	47.49960	90.00000
2018-19	375,124,239	172,069,004	56.91800	75.00000	56.13240	90.00000
2019-20	375,124,239	170,951,592	55.07430	71.25000	81.48320	90.00000

Source: Marshall County Auditor's Office and IA Dept of Mgmt website.

Notes: Effective with the January 1, 1999 valuations, Alliant Energy, the local gas and electric provider, is assessed a utility excise tax instead of taxes based upon property valuations.

Each year the State of Iowa assigns a rollback factor to calculate the percent of assessed value which will be taxable.

This rate is assigned per property classification and can fluctuate each year. Industrial property is taxed at 100% of its gross assessed value.

City of Marshalltown
Tax Rates – Direct and Overlapping Governments
Last Ten Fiscal Years (Per \$1,000 Assessed Valuations)

Levy year Jan 1,	Collection Year	Marshall County	Community Schools	Marshalltown	City Assessor	Community College	County Extension	State of Iowa	Total
2009	2010-11	7.73661	17.84133	13.93650	0.26635	2.03379	0.12442	0.00340	41.94240
2010	2011-12	7.72562	17.65203	14.51331	0.24816	1.95682	0.12408	0.00320	42.22322
2011	2012-13	7.44499	17.54224	14.28339	0.26539	1.88711	0.12385	0.00330	41.55027
2012	2013-14	7.44499	17.52934	14.18432	0.27661	1.80632	0.13567	0.00330	41.38055
2013	2014-15	7.44499	18.15000	14.76355	0.29712	1.79487	0.15194	0.00330	42.60577
2014	2015-16	7.44499	18.33104	14.76257	0.29197	1.78170	0.15594	0.00330	42.77151
2015	2016-17	6.94499	17.97478	15.28158	0.25199	1.74505	0.15749	0.00330	42.35918
2016	2017-18	6.71518	17.94963	15.28158	0.23909	1.36842	0.14644	0.00310	41.70344
2017	2018-19	6.32150	17.99365	15.28158	0.21350	0.99668	0.14541	0.00290	40.95522
2018	2019-20	6.01018	18.33190	15.38434	0.21338	0.88410	0.14882	0.00290	40.97562

Source: Marshall County Auditor's Office

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Marshalltown. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident and therefore responsible for repaying the debt of each overlapping government.

City of Marshalltown
Principal Property Taxpayers
Current Year and Nine Years Ago

Taxpayer	Jan 1, 2018 Taxable Assessed Value Payable 19- 20	Rank	Percentage of Total City Taxable Assessed Value	Jan 1, 2009 Taxable Assessed Value Payable 10- 11	Rank	Percentage of Total City Taxable Assessed Value
IES Utilities(Interstate Power)	\$ 93,857,210	1	10.5%	\$ 56,985,365	1	7.8%
Emerson Process Mgt/Fisher Controls	19,269,765	2	2.2%	14,422,964	4	2.0%
UnityPoint Health Marshalltown	12,403,944	3	1.4%			
Menard, Inc	11,809,143	4	1.3%			
Swift & Company	10,004,184	5	1.1%	9,565,564	7	1.3%
Swift, Pork Company	9,665,024	6	1.1%			
Walmart, Real Estate Business	9,393,606	7	1.0%	11,041,130	5	1.5%
Lennox Industries Inc	8,631,806	8	1.0%	14,684,500	3	2.0%
ITC Midwest LLC	5,769,508	9	0.6%			
Abilit Holdings, Glenwood Place LLC	4,707,944	10	0.5%			
MMSC, Ventures Inc				19,339,017	2	2.7%
Marshalltown Town Center Partners				10,250,343	6	1.4%
Members 1st Credit Union				5,080,390	8	0.7%
Gethmann Investment Co				4,388,037	9	0.6%
FHS Marshalltown LP				4,309,740	10	0.6%
	<u>\$ 185,512,134</u>		<u>20.7%</u>	<u>\$ 150,067,050</u>		<u>20.6%</u>

City of Marshalltown

Sales Tax Last Ten Years

CalendarYear	Taxable Retail	
	Sales	
2010	\$	326,686,187
2011		327,832,928
2012		348,039,169
2013		346,378,427
2014		328,920,980
2015		331,780,905
2016		352,326,540
2017		360,825,713
2018		361,952,957
2019		375,183,985

Source: Iowa Department of Revenue Sales and Use Tax Report based on fiscal year ending March 31 following the calendar year.

City of Marshalltown
Property Tax Levies and Collections
Last Ten Fiscal Years

Collection year	Levy year	Current levy	Collected within the fiscal year of the levy		Delinquent tax collections (3)	Total tax collections	Collections to total tax levy (2)
			Amount (1)	Percent of levy collected (2)			
2010-11	2009	\$ 9,505,825	\$ 9,498,727	99.93%	\$ 4,030	\$ 9,502,757	99.97%
2011-12	2010	10,167,673	10,166,706	99.99%	7,958	10,174,664	100.07%
2012-13	2011	10,317,995	10,324,685	100.06%	4,456	10,329,141	100.11%
2013-14	2012	10,535,094	10,478,161	99.46%	4,710	10,482,871	99.50%
2014-15	2013	10,397,290	10,381,760	99.85%	6,716	10,388,476	99.92%
2015-16	2014	10,329,114	10,314,800	99.86%	2,945	10,317,745	99.89%
2016-17	2015	11,100,009	11,056,848	99.61%	1,976	11,058,824	99.63%
2017-18	2016	11,436,367	11,386,656	99.57%	1,352	11,388,008	99.58%
2018-19	2017	11,502,245	11,155,160	96.98%	1,352	11,156,512	96.99%
2019-20	2018	12,004,303	11,392,194	94.90%	4,538	11,396,732	94.94%

(1) Current tax collections reflect payments received by the Marshall County Treasurer's office from July 1 through June 30 of each year. Taxes levied for the current year are classified as delinquent if not paid by June 30 each year.

(2) Collection percentages are close to 100% each year since the State of Iowa provides for "tax sales" in June of each year for properties with unpaid taxes. Substantially all of the taxes are paid by investors purchasing tax certificates from the "tax sales." Collections in excess of 100% are due to rounding differences when tax rates are applied to property valuations, differences in tax credits reimbursed by the State of Iowa, or changes in taxable valuations by the County Assessor after the City's budget is certified.

(3) Delinquent tax collections reflect amounts of delinquent taxes the City received during the year. Information is not available from the County Treasurer's Office as to the year(s) for which the delinquent tax collections apply.

Source: General Purpose Financial Statements

City of Marshalltown
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year Ended June 30,	Governmental Activities		Business-type Activities				Percentage of			
	General Obligation Bonds	Notes Payable	General Obligation Bonds	Revenue Bonds	Sewer Revenue Capital Loan Note Payable	Total Primary Government	Personal Income	Personal Income	Population	Per Capita
2011	\$ 16,324,658	\$ 55,363	\$ 6,053,230	\$ 775,000	\$ 3,062,701	\$ 26,270,952	\$ 22,204	1,183	27,552	954
2012	23,918,462	41,523	5,746,348	4,595,000	-	34,301,333	22,204	1,545	27,552	1,245
2013	26,852,789	27,683	5,404,466	7,822,000	-	40,106,938	21,924	1,829	27,683	1,449
2014	21,185,242	81,304	4,720,834	12,727,000	-	38,714,380	21,880	1,769	27,844	1,390
2015	20,512,103	44,588	4,705,702	11,710,000	619,452	37,591,845	22,512	1,670	27,727	1,356
2016	19,519,042	32,597	4,343,820	16,308,000	522,266	40,725,725	22,403	1,818	27,727	1,469
2017	23,718,996	149,337	6,593,854	14,911,000	423,838	45,797,025	22,535	2,032	27,328	1,676
2018	32,961,820	109,976	6,061,806	13,473,000	324,152	52,930,754	23,059	2,295	27,280	1,940
2019	32,022,168	71,215	5,504,758	12,009,000	223,193	49,830,334	23,042	2,163	27,068	1,841
2020	34,315,035	42,729	4,950,649	10,991,000	2,490,461	52,789,874	24,060	2,194	26,666	1,980

Source: Census Quick Facts

City of Marshalltown
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year Ended June 30,	<u>General Bonded Debt Outstanding</u>		Percentage of Estimated Actual	
	General Obligation Bonds	Taxable Value of Property	Per Capita	
2011	\$ 22,377,888	1.36%	\$ 594.34	
2012	29,664,810	1.80%	916.91	
2013	32,257,255	1.95%	965.13	
2014	25,906,076	1.57%	941.54	
2015	25,217,805	1.53%	933.45	
2016	23,862,862	1.45%	880.65	
2017	30,312,850	1.84%	1,113.93	
2018	39,023,626	2.36%	1,446.40	
2019	37,526,926	2.27%	1,397.27	
2020	39,265,684	2.38%	1,544.22	

City of Marshalltown
Direct and Overlapping Governmental Activities Debt
As of June 30, 2020

Name of Governmental Unit	Debt Outstanding	Percentage Applicable to Marshalltown	City of Marshalltown Share of Debt
Iowa Valley Schools	\$ 11,845,000	52.74%	\$ 6,247,053
Marshalltown Community School District	7,750,000	89.37%	6,926,175
Marshall County	<u>71,984</u>	48.49%	<u>34,905</u>
	19,666,984		13,208,133
City of Marshalltown	<u>34,357,764</u>	100.00%	<u>34,357,764</u>
	<u><u>\$ 54,024,748</u></u>		<u><u>\$ 47,565,897</u></u>

Source:

- 1) State of Iowa Treasurer's Office
- 2) IA Valley School District

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Marshalltown. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping governments.

City of Marshalltown
Legal Debt Margin Information
Last Ten Fiscal Years

	Fiscal Year Ending June 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Gross assessed valuations:										
Regular realty	1,198,094,512	\$ 1,176,284,153	\$ 1,139,671,155	\$ 1,123,584,265	\$ 1,322,550,079	\$ 1,281,885,530	\$ 1,135,316,250	\$ 1,133,154,843	\$ 1,132,540,153	\$ 1,123,958,153
Utility	435,377,442	375,124,239	307,764,842	226,574,365	203,378,461	165,363,180	153,467,212	147,398,057	135,852,760	117,499,581
Incremental	17,723,868	24,539,106	5,394,151	14,353,482	40,194,757	37,409,137	44,270,422	31,552,130	41,694,319	39,224,720
Total actual valuations applicable to debt	1,651,195,822	1,575,947,498	1,452,830,148	1,364,512,112	1,566,123,297	1,484,657,847	1,333,053,884	1,312,105,030	1,310,087,232	1,280,682,454
Debt limit - 5% of total actual valuations applicable to debt	82,559,791	78,797,375	72,641,507	68,225,606	78,306,165	74,232,892	66,652,694	65,605,252	65,504,362	64,034,123
Amount of debt applicable to limitation:										
General obligation bonds and notes	38,757,729	37,086,215	38,914,128	30,508,175	24,204,863	25,734,040	26,216,304	32,284,938	29,706,333	22,475,363
Urban Renewal Rebate agreements	3,527,122	3,727,567	3,907,856	4,023,000	1,690,000	-	-	-	-	-
Total debt applicable to limitation	42,284,851	40,813,782	42,821,984	34,531,175	25,894,863	25,734,040	26,216,304	32,284,938	29,706,333	22,475,363
Less:										
Funds available from:										
Debt service	146,008	154,543	111,879	237,889	107,604	2,722,301	2,517,292	3,079,346	3,082,247	-
Special revenue	507,304	534,114	501,381	943,301	-	-	-	-	474,917	417,812
Total debt applicable to debt margin	41,631,539	40,125,125	42,175,991	33,349,985	25,787,259	23,011,739	23,699,012	29,205,592	26,149,169	22,057,551
Legal debt margin	<u>\$ 40,928,252</u>	<u>\$ 38,672,250</u>	<u>\$ 30,465,516</u>	<u>\$ 34,875,621</u>	<u>\$ 52,518,906</u>	<u>\$ 51,221,153</u>	<u>\$ 42,953,682</u>	<u>\$ 36,399,660</u>	<u>\$ 39,355,193</u>	<u>\$ 41,976,572</u>

City of Marshalltown
Pledged – Revenue Coverage
Last Ten Fiscal Years

Water Pollution Control				Debt Service Requirements			
Year	Gross Revenue	Expenses (1)	Available For Debt Service	Interest & other debt			Coverage
				Principal	expense	Total	
2010-11	\$ 5,184,069	\$ 2,943,228	\$ 2,240,841	\$ 595,000	\$ 192,539	\$ 787,539	2.85
2011-12	6,557,228	3,225,133	3,332,095	605,000	384,184	989,184	3.37
2012-13	5,151,326	2,800,306	2,351,050	610,000	313,139	923,139	2.55
2013-14	5,897,218	2,994,802	2,902,416	595,000	307,956	902,956	3.21
2014-15	6,091,170	2,731,357	3,359,813	1,017,000	503,890	1,520,890	2.21
2015-16	6,593,505	3,246,028	3,347,477	1,402,000	641,312	2,043,312	1.64
2016-17	7,552,524	3,535,085	4,017,439	1,397,000	426,022	1,823,022	2.20
2017-18	8,017,913	3,000,387	5,017,526	1,438,000	389,721	1,827,721	2.75
2018-19	8,622,756	2,300,008	6,322,748	1,464,000	352,330	1,816,330	3.48
2019-20	8,406,006	3,105,396	5,300,610	1,102,000	311,559	1,401,631	3.78

(1) Total operating expenses, less depreciation.

Sources: City Financial Records and Water Works Financial Records

Calendar Year	Median Age (Zip 50158)	School Enrollment		Unemployment Percent
		Public	Private	
	(1)	(2)	(3)	(4)
2011	38.0	5,317	208	7.0%
2012	38.0	5,322	227	6.7%
2013	38.0	5,308	228	6.2%
2014	37.3	5,085	218	5.9%
2015	35.3	5,385	216	5.0%
2016	35.3	5,322	221	4.0%
2017	36.1	5,435	215	3.7%
2018	36.6	5,458	227	4.0%
2019	35.9	5,173	269	2.8%
2020	37.8	5,420	232	6.3%

Note: Total personal income information for the City of Marshalltown is not available.

Sources:

- (1) Citydata.com web site
- (2) Iowa Department of Education
- (3) Iowa Dept of Education website for nonpublic schools: St. Francis Catholic School, and Marshalltown Christian School
- (4) Job Service of Iowa: <http://www.iowaworkforce.org>

City of Marshalltown
Principal Employers
Current Year and Nine Years Ago

Employer	Industry	2020- Employees	2011- Employees
(JBS) Swift & Company	Pork processors	2,400	2,400
Emerson Process Mgt/Fisher Controls	Valves and regulators manufacturer	1,100	1,200
Marshalltown Community School District	Education	950	1,002
Iowa Veteran's Home	Hospital Care Facility	865	1,000
Lennox Industries, Inc	Furnace and air conditioning manufacturer	800	800
Unity Point Health	Hospital	400	700
HyVee Food Stores *	Grocery store	350	340
Wal-Mart*	Retail	300	325
Marshalltown Community College	Education	245	245
McFarland Clinic PC	Medical clinic	185	223
City of Marshalltown*	Municipal government	192	198

Note: Total employment information for the City of Marshalltown is not available. Consequently, each employer's percentage of total employment can not be calculated.

Source: Marshalltown Chamber of Commerce

* Includes full time, part time and seasonal employees

City of Marshalltown
Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

Function/Program	Full-time-Equivalent Employees as of June 30									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Public Safety	91.77	90.71	93.25	90.26	98.28	97.32	99.1	99.00	99.00	88.00
Public Works	20.63	19.35	20.72	20.46	20.61	21.14	21.02	21.00	21.00	20.00
Health and Social Services	1.88	0.39	1.94	4.13	8.38	9.44	8.49	8.00	8.00	6.50
Culture and Recreation	30.27	28.62	28.55	26.81	26.39	27.28	27.6	29.00	29.00	28.00
Community and Economic Development	2.75	3.81	3.39	2.26	2.6	3.29	4.21	4.00	3.00	5.50
General Government	16.04	15.93	15.62	15.93	15.57	17.67	17.91	18.00	17.00	18.00
Business-Type	33.14	29.14	29.9	29.01	32.57	32.25	32.89	34.00	35.00	34.00
Capital Projects	-	-	-	-	-	-	-	-	1.00	1.00
Total	<u>196.48</u>	<u>187.95</u>	<u>193.37</u>	<u>188.86</u>	<u>204.40</u>	<u>208.39</u>	<u>211.22</u>	<u>213.00</u>	<u>213.00</u>	<u>201.00</u>

Sources: City Department information.

City of Marshalltown
Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year Ending June 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
General Government										
Building Permits:										
New Construction:										
Number of permits	79	205	47	28	29	46	42	36	58	37
Value of permits	14,423,000	14,258,000	18,955,000	22,091,000	13,434,000	27,124,000	29,427,000	2,553,000	10,523,000	1,967,000
Remodeling, repairs and additions:										
Number of permits	92	158	55	120	102	80	72	71	101	95
Value of permits	22,783,000	29,092,000	12,399,000	7,434,000	11,915,000	10,719,000	24,001,000	16,435,000	5,275,000	26,630,000
Police										
Physical arrests	1,899	2,955	2,392	2,320	2,216	3,114	3,438	3,000		2,254
Violations:										
Parking	3,890	2,850	4,832	2,775	3,005	5,420	5,835	4,248	5,629	10,269
Traffic	1,683	2,654	2,662	1,801	1,255	1,889	1,803	2,500	2,939	3,290
Drunk driving	120	110	140	131	100	122	164	112	110	120
Narcotics	331	393	438	396	358	577	449	308	398	369
Fire										
Emergency responses	2,705	2,749	2,573	2,653	2,527	2,530	2,321	2,218	689	1,885
Fires extinguished	86	83	166	156	131	127	112	169	54	71
Inspections	261	223	343	555	519	223	471	541	353	376
Parks and recreation										
Adult team sports										
Leagues	4	4	4	6	6	8	12	8	10	8
Participation	4280	7,782	8,165	9,327	9,656	8,492	5,670	8,705	8,611	6,762
Youth activities										
Programs	8	18	23	30	27	32	33	32	28	31
Participation	861	1,980	2,955	3,256	3,224	3,249	3,502	3,569	3,587	4,246
Library										
Volumes in collection	209,589	127,867	194,703	144,143	143,783	100,376	101,034	101,194	133,971	129,219
Total volumes borrowed	199,014	245,730	281,205	250,941	287,092	274,787	290,606	292,964	300,784	310,849
Sewage system										
Per million										
Daily average treatment in gallons	4.296	5.64	3.08	3.95	4.73	4.26	4.75	6.4	6.4	6.4
Maximum daily capacity of treatment plant in thousands of gallons	17,440	17,440	17,440	17,440	17,440	17,440	17,440	17,440	17,440	17,440
Sewer customers served	9450	9,286	9,877	10,159	9,481	9,785	9,383	9,409	9,405	9,447
* Computer software was counting sewer credit meters										
Sewer rates in effect										
Base charge per month	\$23.75	\$23.75	\$22.67	\$20.25	\$17.57	\$15.60	\$14.31	\$12.12	\$10.27	\$10.27
Flow charge per 100 cubic feet	\$3.08	\$3.08	\$2.94	\$2.63	\$2.27	\$2.11	\$2.03	\$1.89	\$1.76	\$1.76
Transit										
Total route miles	124,793	122,545	142,667	131,829	134,737	110,394	133,405	132,475	131,749	135,711
# of passengers	76,490	76,132	100,178	90,353	101,805	111,542	104,513	113,728	112,318	130,974
General Elections - November of each year										
Registered voters	22,911	22,911	23,072	24,920	16,231	25,549	15,796	15,196	16,659	17,494
Number of votes cast	2,743	2,743	2,437	18,175	3,492	13,844	N/A	11,836	1,063	8,643
Percentage of registered voters voting	11.97%	11.97%	10.56%	72.93%	21.51%	54.19%	N/A	77.89%	6.38%	49.41%

Sources: City Department information.

City of Marshalltown
Capital Asset and Employment Statistics by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year Ending June 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Police										
# of stations	1	1	1	1	1	1	1	1	1	1
# of employees	68	70	70	62	57	55	55	63	59	61
Non-dispatch	52	54	57	49	45	42	43	50	47	48
Dispatch	16	14	13	13	12	13	12	13	12	13
Fire										
# of stations	1	1	1	1	1	1	1	1	1	1
# of employees	28	29	27	29	28	28	27	30	29	29
Parks and recreation										
Park areas										
# parks	23	25	25	21	21	26	26	26	26	26
# acres	315.61	357	357	210	210	328	328	325	325	325
Athletics										
# Baseball/softball fields	5	3	3	5	5	6	6	10	6	6
# Soccer/football fields	4	8	8	0	0	6	6	4	6	6
# Tennis courts	2	1	1	5	5	12	12	13	12	
# Basketball Courts	6	5	5	4	4					
Other										
# playgrounds	20	19	19	20	20	21	21	20	17	17
Miles of bike trails	14.26	12.5	12.5	7	7	9.6	9.6	8	8	8
# Swimming pools	1	1	1	1	1	1	1	1	1	1
# Park Shelters	29	29	29	29	29					
Public works										
Streets:										
Paved	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5
Unpaved	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8	5.8
Sewage system										
Number of treatment plants	1	1	1	1	1	1	1	1	1	1
Miles of sewers										
Storm	60.9	60.9	60.9	60.48	60.48	59.7	59.31	59.31	59.04	58.8
Sanitary	150.7	150.7	150.7	148.85	148.85	146.6	146.5	146.5	146.5	146.5
Transit										
# of buses	9	9	8	7	8	10	8	9	9	10
Education - Public and private										
Number of elementary schools	6	6	8	7	6	6	8	9	9	9
Number of elementary school instructors	185	188	205	262	283	299	305	243	237	248
Number of secondary schools	4	4	4	2	3	3	3	2	2	2
Number of secondary school instructors	226	224	204	150	280	250	238	143	146	150
Cemeteries										
Number of facilities	2	2	2	2	2	2	2	2	2	2
Number of acres										
Developed	135	135	135	135	135	135	135	135	135	135
Undeveloped	80	80	80	80	80	80	80	80	80	80
Hospitals										
Number of hospitals	1	1	1	1	1	1	1	1	1	1
Number of beds	49	49	49	49	49	125	125	125	125	125

Sources: City Department information.

Note: as of January 15, 2018, the dispatch employees became employees of Marshall County Communications Commission, rather than City employees.

City of Marshalltown

Water Pollution Control

Historic Earnings

Last Ten Fiscal Years

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Revenues:										
Sewer Rental	\$ 7,963,422	\$ 8,210,143	\$ 7,738,899	\$ 7,370,973	\$ 6,341,560	\$ 5,875,990	\$ 5,611,519	\$ 4,860,499	\$ 4,661,934	\$ 4,152,904
Interest Income	373,830	336,086	160,716	62,404	30,154	24,526	36,356	32,361	37,704	53,312
Grants	1,715	-	-	-	-	-	39,669	39,669	1,582,043	849,787
Miscellaneous	68,754	76,527	118,298	119,147	221,791	190,654	218,797	218,797	275,547	128,066
Total revenues	8,407,721	8,622,756	8,017,913	7,552,524	6,593,505	6,091,170	5,906,341	5,151,326	6,557,228	5,184,069
Expenses:										
Costs of Service	3,105,396	2,290,877	3,000,387	3,543,159	3,217,648	2,678,407	2,994,802	2,800,306	3,225,133	2,945,845
Depreciation	1,701,557	1,618,145	1,583,463	1,470,579	1,487,116	1,283,352	1,269,460	1,182,359	1,126,174	1,134,959
Debt Service	2,014,216	2,426,037	2,430,979	2,426,016	2,492,501	1,502,938	1,252,956	1,131,139	1,859,184	778,689
Total expenses	6,821,169	6,335,059	7,014,829	7,439,754	7,197,265	5,464,697	5,517,218	5,113,804	6,210,491	4,859,493
Net Income (Loss)	\$ 1,586,552	\$ 2,287,697	\$ 1,003,084	\$ 112,770	\$ (603,760)	\$ 626,473	\$ 389,123	\$ 37,522	\$ 346,737	\$ 324,576

Water Pollution Control Historic Coverage

Last Ten Fiscal Years

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Net Income (Loss)	\$ 1,586,552	\$ 2,287,697	\$ 1,003,084	\$ 112,770	\$ (603,760)	\$ 626,473	\$ 389,123	\$ 37,522	\$ 346,737	\$ 324,576
Add depreciation	1,701,557	1,618,145	1,618,145	1,470,579	1,487,116	1,283,352	1,269,460	1,182,359	1,126,174	1,134,959
Add debt retirement	2,014,216	2,426,037	2,430,979	2,426,016	2,492,501	1,502,938	1,252,956	1,131,139	1,859,184	778,689
Net income available for debt service	\$ 5,302,325	\$ 6,331,879	\$ 5,052,208	\$ 4,009,365	\$ 3,375,857	\$ 3,412,763	\$ 2,911,539	\$ 2,351,020	\$ 3,332,095	\$ 2,238,224
Historic debt service	\$ 2,014,216	\$ 2,426,037	\$ 2,430,979	\$ 2,426,016	\$ 2,492,501	\$ 1,502,938	\$ 1,252,956	\$ 1,131,139	\$ 1,859,184	\$ 778,689
Historic coverage	2.63	2.61	2.08	1.65	1.35	2.32	2.32	2.08	1.79	2.87
Projected max future debt	\$ 2,384,787	\$ 2,430,980	\$ 2,430,980	\$ 2,430,980	\$ 2,430,980	\$ 1,343,085	\$ 1,343,085	\$ 1,085,594	\$ 1,085,594	\$ 1,211,115
Projected coverage	2.22	2.60	2.08	1.65	1.39	2.16	2.17	2.17	3.07	1.85

City of Marshalltown
Water Pollution Control
Number of Customers by Type
Last Ten Fiscal Years

Year	Residential	Multi-Family	Commercial	Industrial	Total	Incr (Decr)
2011	8,251	406	749	41	9,447	14
2012	8,216	406	743	40	9,405	-42
2013	8,228	405	737	39	9,409	4
2014	8,469	397	824	50	9,740	331
2015	8,505	398	823	51	9,777	37
2016	8,525	394	840	50	9,809	32
2017	8,730	389	988	52	10,159	350
2018	8,751	396	964	52	10,163	4
2019	8,785	390	954	49	10,178	15
2020	8,832	391	959	48	10,230	52

Prior years included credit meters. Information based upon number of meters.

City of Marshalltown

Water Pollution Control

Present Net Position

As of June 30, 2020

Sewer Revenue Operating and Maintenance Accounts	\$ 451,407
Sewer Revenue Sinking Reserve Fund Account	157,266
Additional Capital Replacement Fund Account	1,186,206
Undesignated	<u>14,563,414</u>
 Total Water Pollution Control Net Position	 <u>\$ 16,358,293</u>

City of Marshalltown
Water Pollution Control
Major Users – Two Year Comparison

	2020			2019		
	Avg Gallons Per Month	Monthly Bill	2020 Ranking	Avg Gallons Per Month	Monthly Bill	2019 Ranking
JBS Swift & Company	73,130,331	230,683	1	72,115,033	\$ 238,651	1
IA Veterans Home	1,668,788	6,895	2	1,667,666	6,891	2
Unity Point Health	899,283	3,727	3	1,073,692	4,445	3
Emerson Processing/Fisher Controls	822,177	3,409	4	849,229	3,521	4
Marshalltown Community School District	645,399	2,681	5	656,495	2,727	5
Sunset Village Mobile Home Park	624,642	2,596	6	609,246	2,532	6
Packaging Corportation	601,517	2,501	7	465,318	1,940	8
Rainbow Carwash I & III	469,993	1,959	8	423,430	1,767	9
Central Iowa Truckwash LLC	467,126	1,947	9	541,677	2,254	7
BW Marshalltown Venture LLC	386,467	1,615	10	321,017	1,346	10

Source: City Financial Records and Marshalltown Water Works

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Compliance Section

June 30, 2020

City of Marshalltown



Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Honorable Mayor and
Members of the City Council
City of Marshalltown, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Marshalltown, Iowa, (City) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 11, 2020. Our report includes a reference to other auditors who audited the financial statement of the Marshalltown Waterworks, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2020 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City and are reported in Part IV of the accompanying schedule of findings and questioned costs. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa
December 11, 2020



Independent Auditor's Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

To the Honorable Mayor and
Members of the City Council
City of Marshalltown, Iowa

Report on Compliance for the Major Federal Program

We have audited the City of Marshalltown, Iowa's (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended June 30, 2020. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on the compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on the Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major Federal program for the year ended June 30, 2020.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The image shows a handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa
December 11, 2020

City of Marshalltown
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2020

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
Department of Commerce				
Direct program				
Economic Development Cluster				
Economic Adjustment Assistance	11.307		\$ 225,000	\$ -
Department of Housing and Urban Development				
Pass-through program from				
Iowa Department of Economic Development				
Community Development Block Grants/ States Program and Non-Entitlement Grants in Hawaii	14.228	19-OT-005	9,534	-
Direct program				
Housing Voucher Cluster				
Section 8 Housing Choice Vouchers	14.871		1,024,775	-
COVID-19 - Section 8 Housing Choice Vouchers	14.871		8,166	-
			1,032,941	-
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		225,206	-
Total Department of Housing and Urban Development			1,267,681	-
Department of Justice				
Direct program				
COVID-19 - Coronavirus Emergency Supplemental Funding Program	16.034		15,995	-
Pass-through program from				
Iowa Department of Justice				
Violence Against Women Formula Grants	16.588	VW-19-06-CJ	41,221	-
Direct program				
Bulletproof Vest Partnership Program	16.607		4,748	-
Pass-through program from				
Iowa Department of Justice				
Public Safety Partnership and Community Policing Grants	16.710	18-CAMP-08	4,315	-
Marshall County				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	17-JAG-301037	28,500	-
Direct program				
Edward Byrne Memorial Justice Assistance Grant Program	16.738		18,918	18,918
			47,418	18,918
Total Department of Justice			113,697	18,918

(continued)

City of Marshalltown
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2020

Federal Grantor/Pass-through Grantor/Program	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
Department of Transportation				
Direct program:				
Airport Improvement Program	20.106		\$ 49,765	\$ -
Airport Improvement Program	20.106		61,784	-
			<u>111,549</u>	<u>-</u>
Pass-through program from				
Iowa Department of Transportation				
Formula Grants for Rural Areas and Tribal Transit Program	20.509	IA-19-X030	245,427	-
COVID-19 - Formula Grants for Rural Areas and Tribal Transit Program	20.509	2020-010-00-FY2020	149,124	-
			<u>394,551</u>	<u>-</u>
Highway Safety Cluster				
State and Community Highway Safety	20.600	PAP 20-402 MOAL, Task 06-00-00	3,018	-
State and Community Highway Safety	20.600	PAP 19-402 MOAL, Task11-00-00	2,966	-
			<u>5,984</u>	<u>-</u>
Cluster total			<u>5,984</u>	<u>-</u>
Total Department of Transportation			<u>512,084</u>	<u>-</u>
Department of Homeland Security				
Pass-through program from				
Iowa Department of Homeland Security				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	DR-4392-IA	1,868,660	-
Total Federal Financial Assistance			<u>\$ 3,987,122</u>	<u>\$ 18,918</u>

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal award activity of the City of Marshalltown, Iowa under programs of the federal government for the year ended June 30, 2020. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position or changes in fund balance of the City.

Note 2 – Significant Accounting Policies

Expenditures reported in the schedule of expenditures of federal awards are recognized on the modified accrual basis, except for subrecipient expenditures, which are recorded on the cash basis. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 – Indirect Cost Rate

The City has not elected to use the 10% de minimis cost rate.

Part I: Summary of the Independent Auditor's Results:

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weakness identified	No
Significant deficiency not considered to be a material weakness	None reported
Noncompliance material to financial statements noted	No

Federal Awards

Internal control over major program:	
Material weakness identified	No
Significant deficiency not considered to be a material weakness	None reported
Type of auditor's report issued on compliance for the major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516	No

Identification of major program:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
Disaster Grants – Public Assistance (Presidentially Declared Disasters)	97.036
Dollar threshold used to distinguish between Type A and Type B programs	\$750,000
Auditee qualified as low-risk auditee	Yes

Part II: Findings Related to the Financial Statements:

There were no findings to report.

Part III: Findings and Questioned Costs for Federal Awards:

There were no findings and questioned costs to report.

Part IV: Other Findings Related to Required Statutory Reporting:

- 2020-IA-A Certified Budget** – Disbursements during the year ended June 30, 2020 did not exceed the amount budgeted.
- 2020-IA-B Questionable Expenditures** - We noted no expenditures that we believe may fail to meet the requirements of public purpose as defined in an Attorney General’s opinion dated April 25, 1979.
- 2020-IA-C Travel Expense** - No expenditures of City money for travel expenses of spouses of City officials or employees were noted.
- 2020-IA-D Business Transactions** - No business transactions between the City and City officials or employees were noted.
- 2020-IA-E Restricted Donor Activity** - No transactions were noted between the City, City officials, City employees and restricted donors in compliance with Chapter 68B of the Code of Iowa.
- 2020-IA-F Bond Coverage** - Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.
- 2020-IA-G Council Minutes** - No transactions were found that we believe should have been approved in the Council minutes but were not.
- 2020-IA-H Deposits and Investments** - No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City’s investment policy were noted.
- 2020-IA-I Revenue Bonds** – No instances of noncompliance with provisions of the City’s revenue bond resolutions were noted.
- 2020-IA-J Annual Urban Renewal Report** – The annual urban renewal report was properly approved and certified to the Iowa Department of Management on or before December 1.

APPENDIX B

DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to any Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to any Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to any Tender/Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

APPENDIX C

DRAFT FORM OF BOND COUNSEL OPINION

We hereby certify that we have examined certified copies of the proceedings (the “Proceedings”) of the City Council of the City of Marshalltown (the “Issuer”), in Marshall County, Iowa, passed preliminary to the issue by the Issuer of its General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”) in the amount of \$9,600,000, in the denomination of 5,000 each, or any integral multiple thereof, dated December 14, 2021, in evidence of the Issuer’s obligation under a certain loan agreement (the “Loan Agreement”), dated as of December 14, 2021, and pursuant to a resolution (the “Resolution”) of the Issuer adopted on November 22, 2021. The Bonds mature on June 1 in each of the respective years and in the principal amounts and bear interest payable semiannually on June 1 and December 1 in each year, commencing December 1, 2022, at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2023	\$630,000	____%	2029	\$815,000	____%
2024	\$735,000	____%	2030	\$830,000	____%
2025	\$750,000	____%	2031	\$845,000	____%
2026	\$765,000	____%	2032	\$865,000	____%
2027	\$780,000	____%	2033	\$885,000	____%
2028	\$795,000	____%	2034	\$905,000	____%

Principal of the Bonds maturing in the years 2030 through 2034, inclusive, is subject to optional redemption prior to maturity on June 1, 2029, or on any date thereafter on terms of par plus accrued interest.

Based upon our examination, we are of the opinion, as of the date hereof, that:

1. The Proceedings show lawful authority for such issue under the laws of the State of Iowa.
2. The Bonds and the Loan Agreement are valid and binding general obligations of the Issuer.
3. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.
4. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes and is not treated as a preference item in calculating the federal alternative minimum tax imposed under the Internal Revenue Code of 1986 (the “Code”). The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.
5. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the Bonds be, or continue to be, qualified tax-exempt obligations. The Issuer has covenanted to comply with each such requirement.

We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

DORSEY & WHITNEY LLP

*This form of bond counsel opinion is subject to change pending the results of the sale of the Bonds contemplated herein.

APPENDIX D

DRAFT CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Marshalltown, Iowa (the “Issuer”), in connection with the issuance of \$9,600,000 General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”), dated December 14, 2021. The Bonds are being issued pursuant to resolution of the Issuer approved on November 22, 2021 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2020-2021 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **audited financial statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- **Debt Information**
- **Property Assessment and Tax Information**
- **Financial Information**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.

- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Speer Financial, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: December 14, 2021

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

OFFICIAL BID FORM

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

November 8, 2021
Speer Financial, Inc.
Facsimile: (319) 291-8628

City Council Members:

For the \$9,600,000* General Obligation Corporate Purpose Bonds, Series 2021 (the "Bonds"), of the City of Marshalltown, Marshall County, Iowa (the "City"), as described in the annexed Official Terms of Offering, which is expressly made a part of this bid, we will pay you \$_____ (no less than \$9,523,200). The Bonds are to bear interest at the following respective rates (each a multiple of 1/8 or 1/100 of 1%) for the Bonds of each designated maturity.

AMOUNTS* AND MATURITIES – JUNE 1

\$630,000	2023	_____ %	\$780,000	2027	_____ %	\$845,000	2031	_____ %
735,000	2024	_____ %	795,000	2028	_____ %	865,000	2032	_____ %
750,000	2025	_____ %	815,000	2029	_____ %	885,000	2033	_____ %
765,000	2026	_____ %	830,000	2030	_____ %	905,000	2034	_____ %

Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

Maturities: _____ Term Maturity _____ Maturities: _____ Term Maturity _____
Maturities: _____ Term Maturity _____ Maturities: _____ Term Maturity _____

**Subject to principal adjustment in accordance with the Official Terms of Offering.*

In submitting this bid, we represent that (i) this bid constitutes a firm offer to purchase the Bonds, and (ii) we have an established industry reputation for underwriting new issuances of municipal bonds and notes.

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa. The City will pay for the legal opinion. **The Purchaser agrees to** pay the fee charged by the CUSIP Service Bureau and will accept the Bonds with the CUSIP numbers as entered on the Bonds.

As evidence of our good faith, if we are the winning bidder, we will wire transfer the amount of **TWO PERCENT OF PAR** (the "Deposit") **WITHIN TWO HOURS** after the bid opening time to the City's good faith bank and under the terms provided in the Official Terms of Offering for the Bonds. Alternatively, we have wire transferred or enclosed herewith a check payable to the City in the amount of the Deposit under the terms provided in the Official Terms of Offering for the Bonds.

Attached hereto is a list of members of our account on whose behalf this bid is made.

Form of Deposit (Check One)

Prior to Bid Opening:
Certified/Cashier's Check ☐
Wire Transfer ☐

Within TWO Hours of Bid Opening:
Wire Transfer ☐

Amount: \$192,000

Account Manager Information

Underwriter/Bank _____
Address _____
Authorized Rep _____
City _____ State/Zip _____
Direct Phone (_____) _____
FAX Number (_____) _____
E-Mail Address _____

Bidders Option Insurance

We have purchased insurance from:

Name of Insurer
(Please fill in)

Premium: _____

Maturities: (Check One)

☐ _____ Years

☐ All

The foregoing bid was accepted and the Bonds sold by resolution of the City on November 8, 2021, and receipt is hereby acknowledged of the good faith Deposit which is being held in accordance with the terms of the annexed Official Terms of Offering.

ATTEST:

CITY OF MARSHALLTOWN
MARSHALL COUNTY, IOWA

City Clerk

Mayor

-----NOT PART OF THE BID----- (Calculation of true interest cost)

Gross Interest	\$
Less Premium/Plus Discount	\$
True Interest Cost	\$
True Interest Rate	%
TOTAL BOND YEARS	69,728.33
AVERAGE LIFE	7.263 Years

OFFICIAL TERMS OF OFFERING

\$9,600,000*
CITY OF MARSHALLTOWN
Marshall County, Iowa

General Obligation Corporate Purpose Bonds, Series 2021

The City of Marshalltown, Marshall County, Iowa, (the “City”), will receive electronic bids on the SpeerAuction (“SpeerAuction”) website address “www.SpeerAuction.com” for its \$9,600,000* General Obligation Corporate Purpose Bonds, Series 2021 (the “Bonds”), on an all or none basis between 10:30 A.M. and 11:00 A.M., C.S.T., Monday, November 8, 2021. To bid electronically, bidders must have: (1) completed the registration form on the SpeerAuction website, and (2) requested and received admission to the City’s sale (as described below). The City will also receive sealed bids for the Bonds, on an all or none basis, at City Hall, 24 North Center Street, Marshalltown, Iowa, before 11:00 A.M., C.S.T., Monday, November 8, 2021. The City will also receive facsimile bids at (319) 291-8628 for the Bonds, on an all or none basis, before 11:00 A.M., C.S.T., Monday, November 8, 2021. Upon receipt, facsimile bids will be sealed and treated as sealed bids, and along with all other sealed bids will be publicly opened and, together with any electronic bids, read.

Award will be made or all bids rejected at a meeting of the City on that date. The City reserves the right to reject all bids, to reject any bid proposal not conforming to this Official Terms of Offering, and to waive any irregularity or informality with respect to any bid. Additionally, the City reserves the right to modify or amend this Official Terms of Offering; however, any such modification or amendment shall not be made less than twenty-four (24) hours prior to the date and time for receipt of bids on the Bonds and any such modification or amendment will be announced on the Amendments Page of the SpeerAuction webpage and through *Thomson Municipal News*.

The Bonds are valid and binding general obligations of the City, and all taxable property within the boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.

**ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER DETERMINATION OF BEST BID. The aggregate principal amount of the Bonds, and each scheduled maturity thereof, are subject to increase or reduction by the City or its designee after the determination of the Winning Bidder. The City may increase or decrease each maturity in increments of \$5,000, but the total amount to be issued will not exceed \$9,600,000. Interest rates specified by the Winning Bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.*

The dollar amount of the purchase price proposed by the Winning Bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the Winning Bidder’s net compensation, calculated as a percentage of bond principal. The Winning Bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the Winning Bidder.

Establishment of Issue Price (10% Test May Apply if Competitive Sale Requirements are Not Satisfied)

- (a) The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the Public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A** to this Official Terms of Offering, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Dorsey & Whitney LLP (“Bond Counsel”). All actions to be taken by the City under this Official Terms of Offering to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor and any notice or report to be provided to the City may be provided to Speer Financial, Inc., Chicago, Illinois (“Speer”).

- (b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:
- (i) the City shall disseminate this Official Terms of Offering to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;
 - (ii) all bidders shall have an equal opportunity to bid;
 - (iii) the City may receive bids from at least three Underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
 - (iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Official Terms of Offering.

Any bid submitted pursuant to this Official Terms of Offering shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

- (c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. **The City will not require bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the Public as of the Sale Date of any maturity of the Bonds as the issue price of that maturity, though the winning bidder may elect to apply the “hold the offering price rule” (as described below). Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering-price rule” as described below, bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test (as described below) in order to establish the issue price of the Bonds.** If the competitive sale requirements are not satisfied, the 10% test shall apply to determine the issue price of each maturity of the Bonds unless the winning bidder shall request that the “hold-the-offering-price rule” (as described below) shall apply. The winning bidder must notify Speer of its intention to apply the “hold-the-offering-price rule” at or prior to the time the Bonds are awarded.
- (i) If the winning bidder does not request that the “hold-the-offering-price rule” apply to determine the issue price of the Bonds, the following two paragraphs shall apply:
- The City shall treat the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the Public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds.
- Until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public. In addition, if the 10% test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the purchaser shall provide the City with a representation as to the price of prices, as of the date of closing, at which the purchaser reasonably expects to sell the remaining Bonds of such maturity.
- (ii) If the winning bidder does request that the “hold-the-offering-price rule” apply to determine the issue price of the Bonds, the following three paragraphs shall apply:

The City may determine to treat (i) pursuant to the 10% test, the first price at which 10% of a maturity of the Bonds is sold to the Public as the issue price of that maturity and/or (ii) the initial offering price to the Public as of the Sale Date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule or both. Bids will *not* be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the Underwriters have offered or will offer the Bonds to the Public on or before the date of award at the offering price or prices (the “*initial offering price*”), and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price applicable to the Bonds.

- (d) By submitting a bid, each bidder confirms that: (i) any agreement among Underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (b) comply with the

hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires which shall be at least until the 10% test has been satisfied as to the Bonds of that maturity or until the close of the fifth business day following the date of the award, and (ii) any agreement among Underwriters relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such Underwriter and as set forth in the related pricing wires, which shall be at least until the 10% test has been satisfied as to the Bonds of that maturity or until the close of the fifth business day following the date of the award.

- (e) Sales of any Bonds to any person that is a Related Party to an Underwriter shall not constitute sales to the Public for purposes of this Official Terms of Offering. Further, for purposes of this Official Terms of Offering:
 - (i) “Public” means any person other than an Underwriter or a Related Party,
 - (ii) “Underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public including, specifically, the purchaser, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public),
 - (iii) a purchaser of any of the Bonds is a “Related Party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
 - (iv) “Sale Date” means the date that the Bonds are awarded by the City to the winning bidder.

Establishment of Issue Price (Hold-the-Offering Price Rule May Apply if Competitive Sale Requirements are Not Satisfied)

The winning bidder shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A** to this Official Terms of Offering, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Official Terms of Offering to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City’s municipal advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the City shall disseminate this Official Terms of Offering to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest true interest cost), as set forth in this Official Terms of Offering.

Any bid submitted pursuant to this Official Terms of Offering shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. **Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.**

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Terms of Offering. Further, for purposes of this Official Terms of Offering:

- (1) “public” means any person other than an underwriter or a related party;
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);
- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- (4) “sale date” means the date that the Bonds are awarded by the City to the winning bidder.

Bond Details

The Bonds will be in fully registered form in the denominations of \$5,000 and integral multiples thereof in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, to which principal and interest payments on the Bonds will be paid. Individual purchases will be in book-entry form only. Interest on each Bond shall be paid by check or draft of the Bond Registrar to the person in whose name such Bond is registered at the close of business on the fifteenth day of the month next preceding an interest payment date on such bond. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office maintained for the purpose by the Bond Registrar in West Des Moines, Iowa. Semiannual interest is due June 1 and December 1 of each year, commencing December 1, 2022 and is payable by UMB Bank, n.a., West Des Moines, Iowa (the “Bond Registrar”). The Bonds are dated the date of delivery (expected to be on or about December 14, 2021).

AMOUNTS* AND MATURITIES – JUNE 1

\$630,000	2023	\$780,000	2027	\$845,000	2031
735,000	2024	795,000	2028	865,000	2032
750,000	2025	815,000	2029	885,000	2033
765,000	2026	830,000	2030	905,000	2034

Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

The Bonds due June 1, 2023 - 2029, inclusive, are non-callable. The Bonds due June 1, 2030 - 2034, inclusive, are callable in whole or in part and on any date on or after June 1, 2029, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in any order of maturity as determined by the City and within any maturity by lot.

Method of Bidding Electronically

Notwithstanding the fact that the City permits receiving bids electronically using SpeerAuction, all bidders must have a signed, but uncompleted, Official Bid Form delivered to Speer Financial, Inc., Suite 608, 531 Commercial Street, Waterloo, Iowa, (319) 291-8628 facsimile, prior to the close of bidding to which a printout of the electronic bid will be attached and delivered to the City.

If bidding electronically, all-or-none bids must be submitted via the internet address www.SpeerAuction.com. The use of SpeerAuction shall be at the bidder’s risk and expense and the City shall have no liability with respect thereto, including (without limitation) liability with respect to incomplete, late arriving and non-arriving bids.

To bid via the SpeerAuction webpage, bidders must first visit the SpeerAuction webpage where, if they have not previously registered with either SpeerAuction, Grant Street Group (the “Auction Administrator”) or any other website administered by the Auction Administrator, they may register and then request admission to bid on the Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid electronically.

The “Rules” of the SpeerAuction bidding process may be viewed on the SpeerAuction webpage and are incorporated herein by reference. Bidders must comply with the Rules of SpeerAuction in addition to the requirements of the City’s Official Terms of Offering. In the event the Rules of SpeerAuction and this Official Terms of Offering conflict, this Official Terms of Offering shall be controlling.

All electronic bids must be submitted on the SpeerAuction webpage. Electronic bidders may change and submit bids as many times as they choose during the sale period but may not delete a submitted bid. The last bid submitted by an electronic bidder before the deadline for receipt of bids will be compared to all other final bids to determine the winning bidder. During the bidding, no bidder will see any other bidder's bid nor the status of their bid relative to other bids (e.g., whether their bid is a leading bid). The electronic bidder bears all risk of transmission failure. Any questions regarding bidding on the SpeerAuction website should be directed to Grant Street Group at (412) 391-5555 x 370.

Each bidder shall be solely responsible for making necessary arrangements to access SpeerAuction for purposes of submitting its internet bid in a timely manner and in compliance with the requirements of the Terms of Offering. The City is permitting bidders to use the services of the SpeerAuction solely as a communication mechanism to conduct the internet bidding and the SpeerAuction is not an agent of the City. Provisions of the Terms of Offering and Official Bid Form shall control in the event of conflict with information provided by the Internet Bid System.

Electronic Facsimile Bidding: Bids may be submitted via facsimile at (319) 291-8628. Electronic facsimile bids will be sealed and treated as sealed bids. Neither the City nor its agents will assume liability for the inability of the bidder to reach the above named fax numbers prior to the time of sale specified above. Transmissions received after the deadline will be rejected. Bidders electing to submit bids via facsimile transmission bear full and complete responsibility for the transmission of such bid. Neither the City nor its agents will assume responsibility for the inability of the bidder to reach the above specified fax number prior to the time of sale. Time of receipt shall be the time recorded by the person receiving the facsimile and shall be conclusive.

Bidding Parameters and Award of the Bonds

All interest rates must be in multiples of one-eighth or one one-hundredth of one percent ($1/8$ or $1/100$ of 1%), and not more than one rate for a single maturity shall be specified. The rates bid shall be in non-descending order. The differential between the highest rate bid and the lowest rate bid shall not exceed six percent (6%). All bids must be for all of the Bonds and must be for not less than \$9,523,200.

Award of the Bonds: The Bonds will be awarded on the basis of true interest cost, determined in the following manner. True interest cost shall be computed by determining the annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Bonds from the payment dates thereof to the dated date and to the bid price. For the purpose of calculating true interest cost, the Bonds shall be deemed to become due in the principal amounts and at the times set forth in the table of maturities set forth above. In the event two or more qualifying bids produce the identical lowest true interest cost, the winning bid shall be the bid that was submitted first in time on the SpeerAuction webpage or if all such bids are not submitted electronically, the winning bid shall be determined by lot.

The Bonds will be awarded to the bidder complying with the terms of this Official Terms of Offering whose bid produces the lowest true interest cost rate to the City as determined by the City's Registered Municipal Advisor, which determination shall be conclusive and binding on all bidders; provided, that the City reserves the right to reject all bids or any non-conforming bid and reserves the right to waive any informality in any bid. Electronic bidders should verify the accuracy of their final bids and compare them to the winning bids reported on the SpeerAuction Observation Page immediately after the bidding.

The premium or discount, if any, is subject to pro rata adjustment if the maturity amounts of the Bonds are changed, maintaining, as close as possible, the same dollar amount of profit per \$1,000 bond as bid.

The true interest cost of each electronic bid will be computed by SpeerAuction and reported on the Observation Page of the SpeerAuction webpage immediately following the date and time for receipt of bids. These true interest costs are subject to verification by the City's Municipal Advisor, will be posted for information purposes only and will not signify an actual award of any bid or an official declaration of the winning bid. The City or its Municipal Advisor will notify the bidder to whom the Bonds will be awarded, if and when such award is made.

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-36. The winning bidder will be required to pay the standard MSRB charge for Bonds purchased. In addition, the winning bidder who is a member of the Securities Industry and Financial Markets Association (“SIFMA”) will be required to pay SIFMA’s standard charge per Bond.

Good Faith Deposit and Other Matters

The winning bidder is required to a wire transfer from a solvent bank or trust company to the City’s good faith bank the amount of **TWO PERCENT OF PAR** (the “Deposit”) **WITHIN TWO HOURS** after the bid opening time as evidence of the good faith of the bidder. Alternatively, a bidder may submit its Deposit upon or prior to the submission of its bid in the form of a certified or cashier’s check on, or a wire transfer from, a solvent bank or trust company for **TWO PERCENT OF PAR** payable to the Treasurer of the City. The City reserves the right to award the Bonds to a winning bidder whose wire transfer is initiated but not received within such two hour time period provided that such winning bidder’s federal wire reference number has been received. In the event the Deposit is not received as provided above, the City may award the Bonds to the bidder submitting the next best bid provided such bidder agrees to such award.

If a wire transfer is used for the Deposit, it must be sent according to the following wire instructions:

Amalgamated Bank of Chicago
Corporate Trust
30 North LaSalle Street
38th Floor
Chicago, IL 60602
ABA # 071003405
Credit To: 3281 Speer Bidding Escrow
RE: City of Marshalltown, Marshall County, Iowa bid for
\$9,600,000* General Obligation Corporate Purpose Bonds, Series 2021

If the wire shall arrive in such account prior to the date and time of the sale of the Bonds. Contemporaneously with such wire transfer, the prospective purchaser shall send an email to biddingscrow@aboc.com with the following information: (1) indication that a wire transfer has been made, (2) the amount of the wire transfer, (3) the issue to which it applies, and (4) the return wire instructions if such prospective purchaser is not awarded the Bonds. The City and any prospective purchaser who chooses to wire the Deposit hereby agree irrevocably that Speer Financial, Inc. (“Speer”) shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: (i) if the bid is not accepted, Speer shall, at its expense, promptly return the Deposit amount to the unsuccessful prospective purchaser; (ii) if the bid is accepted, the Deposit shall be forwarded to the City, (iii) Speer shall bear all costs of maintaining the escrow account and returning the funds to the prospective purchaser; (iv) Speer shall not be an insurer of the Deposit amount and shall have no liability except if it willfully fails to perform, or recklessly disregards, its duties specified herein; and (v) income earned on the Deposit, if any, shall be retained by Speer.

The City covenants and agrees to enter into a written agreement, certificate or contract, constituting an undertaking (the “Undertaking”) to provide ongoing disclosure about the City for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under Section (b)(5) of Rule 15c2-12 (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Undertaking shall be as described in the Official Statement, with such changes as may be agreed in writing by the Underwriter.

The Underwriter’s obligation to purchase the Bonds shall be conditioned upon the City delivering the Undertaking on or before the date of delivery of the Bonds.

The Bonds will be delivered to the successful purchaser against full payment in immediately available funds as soon as they can be prepared and executed, which is expected to be on or about December 14, 2021. Should delivery be delayed beyond sixty (60) days from the date of sale for any reason beyond the control of the City except failure of performance by the purchaser, the City may cancel the award or the purchaser may withdraw the good faith deposit and thereafter the purchaser’s interest in and liability for the Bonds will cease.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts, and interest rates of the Bonds, and any other information required by law or deemed appropriate by the City, shall constitute a “Final Official Statement” of the City with respect to the Bonds, as that term is defined in the Rule. By awarding the Bonds to any underwriter or underwriting syndicate, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide, without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded, up to 50 copies of the Final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter executing and delivering an Official Bid Form with respect to the Bonds agrees thereby that if its bid is accepted by the City it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

By submission of its bid, the senior managing underwriter of the successful purchaser agrees to supply all necessary pricing information and any Participating Underwriter identification necessary to complete the Official Statement within 24 hours after award of the Bonds. Additional copies of the Final Official Statement may be obtained by Participating Underwriters from the printer at cost.

The City will, at its expense, deliver the Bonds to the purchaser in New York, New York (or arrange for “FAST” delivery) through the facilities of DTC and will pay for the bond attorney’s opinion. At the time of closing, the City will also furnish to the purchaser the following documents, each dated as of the date of delivery of the Bonds: (1) the legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, that the Bonds are lawful and enforceable obligations of the City in accordance with their terms; (2) the opinion of said attorneys that the interest on the Bonds is exempt from federal income taxes as and to the extent set forth in the Official Statement for the Bonds; and (3) a no litigation certificate by the City.

The City intends to designate the Bonds as “qualified tax-exempt obligations” pursuant to the small issuer exception provided by Section 265(b) (3) of the Internal Revenue Code of 1986, as amended.

Purchaser consents to the receipt of electronic transcripts and acknowledges the City’s intended use of electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

The City has authorized the printing and distribution of an Official Statement containing pertinent information relative to the City and the Bonds. Copies of such Official Statement or additional information may be obtained from Diana Steiner, Finance Director, City of Marshalltown, 24 North Center Street, Marshalltown, Iowa 50158 or an electronic copy of this Official Statement is available from the www.speerfinancial.com website under “Official Statement Sales/Competitive Calendar” or from the Registered Municipal Advisor to the City, Speer Financial, Inc., 531 Commercial Street, Suite 608, Waterloo, Iowa 50701 (telephone (319) 291-2077), and 230 West Monroe Street, Suite 2630, Chicago, Illinois 60606 (telephone (312) 346-3700).

/s/ **DIANA STEINER**
Finance Director
CITY OF MARSHALLTOWN
Marshall County, Iowa

EXHIBIT A

EXAMPLE ISSUE PRICE CERTIFICATE

\$9,600,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021

ISSUE PRICE CERTIFICATE
(competitive sale 3 bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. Defined Terms. For purposes of this Issue Price Certificate:

(a) *Issuer* means City of Marshalltown, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities

are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was November 8, 2021.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP, Des Moines, Iowa in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By:_____

Name:_____

Dated: December 14, 2021

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

\$9,600,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021

ISSUE PRICE CERTIFICATE
(Form - Fewer than 3 bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”) hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Initial Offering Price of the Bonds.*** [SHORT NAME OF UNDERWRITER] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public.*** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. ***Hold the Offering Price Rule.*** [SHORT NAME OF UNDERWRITER] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any agreement among underwriters, selling group agreement, or retail distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [SHORT NAME OF UNDERWRITER]’s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms.*** For purposes of this Issue Price Certificate:

(a) ***Holding Period*** means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (November 15, 2021), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) ***Issuer*** means City of Marshalltown, Iowa.

(c) ***Maturity*** means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was November 8, 2021.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDEWRITING FIRM] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP, Des Moines, Iowa in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: December 14, 2021

SCHEDULE A
INITIAL OFFERING PRICES OF THE BONDS
(Attached)

SCHEDULE B
PRICING WIRE
(Attached)

SCHEDULE C

**SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE
AT THE INITIAL OFFERING PRICE**

(Attached)

**RESOLUTION CREATING A FULL-TIME CUSTODIAN POSITION AND
PROVIDING FUNDING FOR SAID POSITION IN THE CURRENT FISCAL YEAR**

WHEREAS, the City of Marshalltown has utilized part-time employees for custodial services amongst a number of City facilities; and

WHEREAS, this system has led to different things happening at different facilities and inconsistency in facility cleaning; and

WHEREAS, a full-time custodian would initially handle the cleaning at City Hall and the Public Works Facility; and

WHEREAS, the estimated cost difference for the remainder of the current fiscal year is approximately \$6,000 based upon a January 2022 start date, with the long term financial impact on the General Fund estimated at more than \$17,000 for fiscal year 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the position of full-time Custodian is hereby created for fiscal year 2022, with direction to include in the fiscal year 2023 budget process.

Passed this 25th day of October, 2021, and signed this ____ day of October, 2021.

CITY OF MARSHALLTOWN, IOWA

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: Jessica Kinser, City Administrator
Date: October 20, 2021
RE: FT Custodial Position

Policy Issue: Council is required to approve all new, unbudgeted positions

Recommendation: To approve the resolution as proposed

Background: The City has utilized part-time custodial employees for a number of years. Recently, the Police Department had a difficult time trying to hire someone in a part-time capacity. Currently the PD has a part-time employee cleaning their part of the facility. The Library uses a contracted service, with staff taking on the other duties. At this time, City Hall and the Public Works Facility are without custodial staff, with the Coliseum having some needs. At this time, we believe a full-time position for custodial services at City Hall and the Public Works Facility, with additional services to be provided to other facilities as needed, is the best way to proceed.

The City currently has a non-bargaining position existing on our wage scale for a Custodian at pay grade 10. This position would also be eligible for the benefits of a full-time employee, including health insurance. The current part-time rate is \$13.86 while a full-time starting rate would be \$14.83 per hour. Without benefits, the difference in wages is \$15,711. Benefits are being excluded from this calculation as they are supported by tax levies other than the general 8.10 levy.

For the current fiscal year, we have budgeted \$16,194 in part-time wages with more than \$9,000 remaining in that budget. A civil service hiring process would likely not allow for a person to start in full-time custodial position until January 2022. A grade 10 starting wage is would mean estimated wages of \$15,423 for the remainder of fiscal year 2022. This would be an additional \$6,423 in wages needed for this current fiscal year, without the benefit costs (supported by other tax levies which have fund balance available). For fiscal year 2023, the wage difference between full-time and part-time would be anticipated to be an additional \$17,450 to the General Fund.

We believe a full-time benefited position will receive more applicants than a part-time position in the current labor environment.

Budget Impact: See above.

Attachment: None

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin



**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR THE
IEDA DOWNTOWN REVITALIZATION GRANT (DTR), WITH RDG IA INC, IN THE
AMOUNT OF \$120,000 PLUS REIMBURSABLE EXPENSES**

WHEREAS the City of Marshalltown, Iowa, was awarded an Iowa Economic Development Authority (IEDA) Downtown Revitalization Program (DTR) grant, which requires plans to be developed by an Architect; and

WHEREAS the City went through a request for proposal process in preparing the grant application and selected RDG IA Inc. d/b/a/ RDG Planning & Design (RDG) to prepare the application and if awarded complete the plans for the project; and

WHEREAS the City is prepared to enter into a contract with RDG for Professional Services for the IEDA DTR Project.

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

Section 1. That the new contract with RDG for the IEDA DTR Grant Project, in the amount of \$120,000 plus reimbursable expenses is hereby accepted and approved.

Passed this _____ day of October 2021, and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

TO: Mayor, City Council Members, and City Administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: October 25, 2021 Meeting

RE: **Agreement with RDG IA Inc. for Professional Services associated with the IEDA Downtown Revitalization Grant Program (DTR).**

Policy Issue: The City of Marshalltown was awarded an IEDA DTR Grant in the amount of \$500,000. The purpose of the grant is to provide funding needed for downtown façade improvements to address blight and deterioration. The grant requires the City work with a qualified Architect to prepare the plans and scope of work.

Background: The City worked with Region 6 Planning Commission to issue a RFQ at the start of this project for professional services from an architectural firm to prepare the grant application and prepare plans if awarded. RDG was selected to complete the work in accordance with the IEDA requirements. A draft contract has been submitted to the City for consideration with a compensation amount of \$120,000 plus eligible reimbursable expenses.

Recommendation: Staff is recommending that the City enter into an agreement with RDG.

Budget Impact: The agreement has a compensation amount of \$120,000 plus eligible reimbursable expenses.

Attachments: Resolution and Draft Contract

AIA Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of November in the year Two Thousand Twenty One.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158
Phone: 641-754-5701
www.marshalltown-ia.gov

And the Architect:
(Name, legal status, address and other information)

RDG IA Inc
d/b/a RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718
Phone: 515-288-3141
www.rdgusa.com

RDG Project No.: R3005.009.00

For the following Project:
(Name, location and detailed description)

Downtown Façade Improvements
Marshalltown, IA

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- | | |
|--|---------------------------------|
| 1 INITIAL INFORMATION | 8 CLAIMS AND DISPUTES |
| 2 ARCHITECT'S RESPONSIBILITIES | 9 TERMINATION OR SUSPENSION |
| 3 SCOPE OF ARCHITECT'S BASIC SERVICES | 10 MISCELLANEOUS PROVISIONS |
| 4 SUPPLEMENTAL AND ADDITIONAL SERVICES | 11 COMPENSATION |
| 5 OWNER'S RESPONSIBILITIES | 12 SPECIAL TERMS AND CONDITIONS |
| 6 COST OF THE WORK | 13 SCOPE OF THE AGREEMENT |
| 7 COPYRIGHTS AND LICENSES | |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See attached Exhibit A.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See attached Exhibit A.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See attached Exhibit A.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

See attached Exhibit A.

- .2 Construction commencement date:

See attached Exhibit A.

- .3 Substantial Completion date or dates:

See attached Exhibit A.

- .4 Other milestone dates:

See attached Exhibit A.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Public Bid (Competitive Bid).

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

See attached Exhibit A.

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Michelle Spohnheimer
Director, Housing & Community Development
Marshalltown, IA
Phone: 641-754-5756
mspohnheimer@marshalltown-ia.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not Applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not Applicable.

.2 Civil Engineer:

Not Applicable.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Grant Administrator:

Region 6 Planning Commission

903 E Main Street

Marshalltown, IA

Phone: 641-752-3978

mwymore@region6planning.org

Hazardous Materials Testing and Mitigation:

To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Scotney Fenton, AIA

Project Manager

RDG Planning & Design

Phone: 515-309-3223

sfenton@rdgusa.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not Applicable.

.2 Mechanical Engineer:

Not Applicable.

.3 Electrical Engineer:

Not Applicable.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable.

§ 1.1.12 Other Initial Information on which the Agreement is based:

See attached Exhibit A.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite RDG BIM Project Execution Plan AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 ~~and include usual and customary structural, mechanical, and electrical engineering services.~~ Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants, however the Architect is not responsible to coordinate the Owner's or Owner's consultants' services. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Owner acknowledges that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that production of a complete set of perfect construction documents is neither reasonable nor expected under this Agreement.

§ 3.1.8 The Owner and the Architect agree that the funding for contingencies provided for in Sections 6.1. and 6.3 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5 %) of the Cost of the Work, as defined in Article 6. In the event the aforementioned costs exceed the five percent (5%) contingency funding as defined in this paragraph 3.1.8, the Architect will be responsible for all costs in excess of the five percent (5%) which are attributable to changes, corrections, and modifications in the plans, specifications, and other documents prepared by the Architect, but only to the extent they are caused by the negligence of the Architect.

§ 3.1.9 If the project involves making changes to existing facilities, the Owner shall furnish documentation and information upon which the Architect is entitled to rely for its accuracy and completeness. The Architect shall verify that the existing building drawings provided by the Owner generally represent the actual existing field conditions. Verification shall be limited to general overall visual observation and confirmation of significant dimensions of reasonably accessible exposed elements. In the event the information or documentation supplied by the Owner its consultants or agents, or employees of any of them, or an assumption made by the Architect based upon the documentation or information supplied by them or any of them, is inaccurate or incomplete, all resulting costs and expenses, including the costs of the Architect's Additional Services, if any, shall be the responsibility of the Owner. Unless specifically authorized in writing by the Owner, the Architect shall not be required to perform or to have others perform, destructive testing or to investigate concealed or unknown conditions.

§ 3.1.10 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent, concealed or unknown conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches, if any, to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 PROCUREMENT PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction as modified by RDG IA Inc in the form attached as Exhibit B. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site, as modified by Exhibit D, at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections or to review webcam/videos/photographs to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the

Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect and the Owner or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design

concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect and the Owner, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 SUPPLEMENTAL SERVICES

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Not provided.</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not provided.</u>
§ 4.1.1.3 Measured drawings	<u>Not provided.</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not provided.</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not provided.</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not provided.</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not provided.</u>
§ 4.1.1.8 Civil engineering	<u>Not provided.</u>
§ 4.1.1.9 Landscape design	<u>Not provided.</u>
§ 4.1.1.10 Architectural interior design	<u>Not provided.</u>
§ 4.1.1.11 Value analysis	<u>Not provided.</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided.</u>
§ 4.1.1.13 On-site project representation	<u>Not provided.</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not provided.</u>
§ 4.1.1.15 As-designed record drawings	<u>Not provided.</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not provided.</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided.</u>
§ 4.1.1.18 Facility support services	<u>Not provided.</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided.</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not provided.</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not provided.</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not provided.</u>
§ 4.1.1.23 Commissioning	<u>Not provided.</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided.</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided.</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided.</u>
§ 4.1.1.27 Historic preservation	<u>Not provided.</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided.</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided.</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not provided.</u>

§ 4.1.2 DESCRIPTION OF SUPPLEMENTAL SERVICES

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not Applicable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not Applicable.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to ~~the fault~~ **any negligent act, error, or omission** of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. ~~The~~ Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are **either (a) contrary to specific interpretations** by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9** Evaluation of the qualifications of entities providing bids or proposals;
- .10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1** One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2** Sixteen (16) visits to the site by the Architect during construction
- .3** One (1) inspections ~~for any portion~~ of the Work to determine whether ~~such portion~~ of the Work is substantially complete in accordance with the requirements of the Contract Documents

- .4 One (1) inspection inspections for any portion of the Work to determine final completion.

The Architect shall be compensated for these Additional Services beyond the limits stated above, which will be billed by the Architect in accordance with Section 11.3.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark and conform to the drawing requirements listed below.

§ 5.4.1 Site Survey Digital (DWG and PDF) Drawing Requirements:

- .1 All drawings shall be provided in digital DWG format of AutoCAD 2010 version and a PDF reproducible format;
- .2 All similar elements with the DWG drawing shall reside on an independent layer with an appropriate descriptive layer naming system with the layer name prefaced with a 'G-_____', i.e. layer name 'G-PAVEMENT-ROAD';
- .3 Layers, objects, blocks, nested blocks, text attributes, and all other elements shall be classified as 'by layer' color and 'by layer' line type. No elements of the DWG drawing shall be classified as 'by object';
- .4 All contours shall be unbroken/continuous "smart" polylines containing appropriate elevation/z-axis information with text labels along each contour every 200' and/or at every property boundary. All 5-foot contours shall reside on a single independent layer and all other 1-foot contours on a single independent layer; and
- .5 The digital file must be a single dwg file and not rely on shx, shp, or similar files to create a reproducible PDF.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, and commissioning of mechanical, electrical, or building envelope as required by code.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent

that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. If the Owner wishes greater assurance as to the probable Cost of the Work, the Owner shall engage an independent cost estimating consultant acceptable to the Architect, at the Owner's cost.

§ 6.2.1 In the event the Owner engages an independent cost estimating consultant in an effort to produce a project within the Owner's budget for the Cost of the Work, cost estimates by the independent cost estimating consultant shall be performed at the conclusion of Design Development Documents, 50% complete Construction Documents.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner ~~requires requests and the Architect agrees to provide~~ a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as Additional Services, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 ~~The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. All claims and causes of action between the Owner and the Architect arising out of or related to this Agreement or the Work, whether based in contract, tort, warrant or otherwise, shall be deemed to have accrued and the applicable statute of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of insurance of final Certificate of Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed, and also in no event shall any claim or cause of action be brought more than 10 years after the date of Substantial Completion of the Work.~~ The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, ~~similar the same scope of~~ waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, ~~unless if the parties mutually agree otherwise,~~ shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ ~~Arbitration pursuant to Section 8.3 of this Agreement~~

☒ Litigation in a court of competent jurisdiction

☐ ~~Other: (Specify)~~

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.2.5 The Architect or Owner, as appropriate, shall include a similar mediation provision in all its agreements with contractors and consultants retained for the Project and shall require all contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors and sub-consultants so retained for the Project, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

§ 8.3 ARBITRATION

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 CONSOLIDATION OR JOINDER

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits~~

consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Ten Percent (10%) of the Compensation Stipulated Sum.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten Percent (10%) of the Compensation Stipulated Sum.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

§ 9.11 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 3.1.10, Article 7, Article 8, Article 10, and Article 12.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction in the form attached to this Agreement as Exhibit B.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the

receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Compensation shall be a stipulated sum of One Hundred Twenty Thousand dollars and No cents (\$120,000.00) plus reimbursable expenses.

- .2 ~~Percentage Basis~~
(~~Insert percentage value~~)

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be hourly based on the Standard Hourly Rate Schedule current at the time services are provided. A copy of the Standard Hourly Rate Schedule is attached hereto as Exhibit C and incorporated herein by this reference.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be hourly based on the Standard Hourly Rate Schedule current at the time services are provided. A copy of the Standard Hourly Rate Schedule is attached hereto as Exhibit C and incorporated herein by this reference.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

~~§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:~~

~~§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

~~§ 11.6.1~~ When ~~compensation is on a percentage basis and~~ any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Standard Hourly Rate Schedule incorporated herein as Exhibit C.

Employee or Category

Rate (\$0.00)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 ARCHITECT'S INSURANCE. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 INITIAL PAYMENTS

§ 11.10.1.1 An initial payment of zero dollars and no cents (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ??? (\$???) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 PROGRESS PAYMENTS

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the

invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultant and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from noncompliance with ADA or FHA.

§ 12.2 To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for claims brought by or through the Owner to the sum of \$50,000.00 or the Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

§ 12.3 If this Agreement is terminated, other than pursuant to Section 9.4, the license granted in Section 7.3 shall terminate and the Owner's obligations set forth in Section 7.3.1 and Section 9.7.2 shall govern.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral, including but not limited to, the terms of any purchase order, invoice, bid document, or proposal attached to the Agreement. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect as modified by RDG IA Inc and Owner.
- ~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this agreement.)~~
 - ~~i. AIA Document E203 dated as modified by RDG IA Inc and Owner attached hereto and incorporated herein by this reference as Exhibit D to this AIA B101~~
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[-] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

(Insert the date of the E204 2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement attached hereto and incorporated herein by this reference to this AIA B101:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- i. Exhibit A: Scope of Services.
 - ii. Exhibit B1: A201™-2017, General Conditions of Contract for Construction, including the incorporated Supplementary Conditions of Contract for Construction, as modified by RDG and Owner.
 - iii. Exhibit B2: Special Conditions of the Contract.
 - iv. Exhibit C: Standard Hourly Rate Schedule.
 - v. Exhibit D: Modified Site-Visit Protocol.
 - vi. Exhibit E: Construction Contract Administration Guide.
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)
Not Applicable.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Mayor or Designee

City of Marshalltown

(Printed name and title)

(Signature)

Philip A. Hodgin, AIA

Principal

(Printed name and title)

I:\Projects\3005\3005.009.00 Marshalltown, City of - Facades\1.0 Project Information\1.02 Contracts\2021-1031_3005.009.00_AIA B101 2017_Marshalltown.docx

November 1, 2022

Marshalltown, Iowa – Downtown Façade Rehabilitation - Scope of Professional Design Services

RDG# 3005.009.00

A. Summary Scope:

1. Project Scope. The scope of the design services shall include the addresses listed below; the scope of the project will be determined by the available funds distributed among the project participants.
2. Construction Budget. Funding and expected expenses includes the following. Architect and Owner will decide equitable distribution of available construction and contingency funds among the project participants.

<i>Item</i>	<i>Amount</i>
Community Development Block Grant	\$ 500,000
City Contribution	\$ 396,000
Building Owners	\$ 226,500
Rebuild Marshalltown Grant	\$ 200,000
Total Funding	\$ 1,322,500
RDG Design Fees, Expenses	\$ (126,000)
Other Administration Fees, Expenses (includes asbestos survey and abatement allowance)	\$ (70,000)
City Construction Contingency Budget (not included in funds available below)	\$ (109,000)
Target Budget for Construction Costs	\$ 1,017,500

3. Property Owners. Architect will meet with individual **Property Owners** (Building Owners) at the project location. Occupants or tenants may attend these meetings, in addition to the Property Owner. (Limited to one group meeting (kick off meeting) and up to three individual meetings with each Property Owner or occupant representative. Owner will be responsible for scheduling the meetings and hosting the meeting location. Individual meetings to be consecutive and consolidated into one day on-site. Conference calls or video conferencing may be arranged if Property Owner or their representative cannot attend.)
 - a) Owner, or Owner's representative, will attend each of the meetings with each Property Owner.
 - b) Architect will be meeting with each individual Property Owner to review their building façade and the Architect's recommendation for rehabilitation, and ultimately to give them an opportunity for discussion and to identify any additional issues and concerns they might have, and preliminary costs.
 - c) Architect and Owner acknowledge that minor changes in scope may occur for each individual property during design and construction. Significant changes will be recognized as a material change in the Project, including but not limited to:
 - 1) The addition, or substitution, of one or more buildings to the scope of the Project, following Design Meeting #2, for any addresses not listed in paragraph D of this Attachment Exhibit A.
 - 2) The preparation and review of an excessive number of Proposal Requests and Change Orders. An excessive number shall be defined:
 - i. To include any and all Proposal Requests or Change Orders, in excess of the previous Proposal Requests or Change Orders that total greater than 10% of the Contract Sum as shown on the AIA A101-2017, disregarding any and all deduct Change Orders, and regardless of whether the Proposal Requests were accepted by the Owner or not.



- ii. To include any and all Proposal Requests in excess of an average of two Proposal Requests per address.
 - iii. The splitting up of alternates, or acceptance of partial alternates, immediately following the opening of the bids and award of construction contract, shall not count towards the excessive number.
- 3) Such material changes will qualify as Additional Services as defined in the Agreement AIA B01-2017 section 4.2.1.1, and the Architect shall be compensated for Additional Services, as per section 11.3, or under an instrument of change, such as a written Amendment to the Agreement, as per section 13.1.
- d) Any additional meeting or meetings with each Property Owner or occupant representative, including but not limited to meeting or meetings following the opening of bids, beyond the three meetings defined above, shall be considered Additional Services as defined in the Agreement AIA B01-2017 section 4.2.1.1, and the Architect shall be compensated for Additional Services, as per section 11.3, or under an instrument of change, such as a written Amendment to the Agreement, as per section 13.1.
- 4. Deliverables. Architect will furnish bidding and construction documents. These may include photographs and/or drawings. Architect will furnish the project manual and specifications, including text or copies of documents as required by the grants received and as provided to the Architect by the Owner or others. These bidding and construction documents will be in PDF format. Printing costs will be a reimbursable expense.
- 5. Bidding Law. Owner is responsible for complying with Public Construction Bidding laws, including but not limited to:
 - a) Iowa Code, Chapter 26.
- 6. Insurance. Owner will review and advise the Architect on insurance requirements to be defined in AIA A101-2017 Exhibit A, Insurance and Bonds.
- 7. Contract. Construction Contract or Agreement shall be executed by the Owner and one General Contractor. Contract shall be AIA A101-2017 as edited by the Architect. General Conditions shall be AIA A201-2017 as edited by the Architect using the Supplementary Conditions.
- 8. Construction Contract Administration. Architect will perform Construction Contract Administration (CA) services.
 - a) Architect will not be responsible for calculating or tracking individual Property Owner contributions (as their part of the funding for the Project) as construction progresses. However, the Architect will identify changes to the construction cost for each individual building in any Change Orders.
 - b) Architect will conduct Construction Conferences (meetings) at the Project site.
 - 1) A site visit will be made at the time of the conference.
 - 2) Architect will distribute written meeting minutes and site observations following the conference.
 - 3) The number of site visits are defined in the AIA B101-2017.
 - 4) Construction Conferences will not be conducted at the Project site if a significant amount of Work has not occurred since the prior conference.
 - 5) When appropriate, a video conference or telephone conference may be conducted, in lieu of a conference held at the Project site.
- 9. Project Manager. Owner will appoint or designate a **Project Manager** (or Project Liaison). Duties of the Project Manager will include, among other duties:
 - a) Communicate status of design, timeframes, design and construction progress, milestones, schedules, deadlines, budgets and costs, and other pertinent information, including questions and comments, between the Architect and the Property Owners.
 - 1) Architect will not communicate directly with Property Owners or tenants, except during the meetings described previously. Exceptions may be made for minor items such as colors, pattern selection, etc.



However, exceptions will not be made for questions, decisions, or changes affecting the Project scope, cost, or schedule.

- b) Communicate with Property Owners about whether or not they are participating in the Project, and at what level of investment or scope of work.
 - c) Collect and distribute information, comments, and questions from the Property Owners or tenants, as needed, to the Architect or the General Contractor.
 - d) Resolve complaints or disputes involving Property Owners, General Contractor, Architect, and others.
 - e) Act as the Liaison with local organizations and entities, including Mayor, City Council, and other City staff, boards and commissions, chambers, and other groups affected by the Project.
 - f) Project Manager:
 Deb Millizer
 Executive Director
 Marshalltown Central Business District
 Phone: 641-844-2001
 director@marshalltownmainstreet.org
10. Property Owner Legal Documents. Owner will author and obtain Façade Easement Agreements, Property Owner (Building Owner) Acknowledgement of Terms for Construction, and other legal instruments or documents, as appropriate, from each of the individual Property Owners (Building Owners). Architect will assist with authorship or attachments only as it pertains to design characteristics.
- a) Architect will not review or provide legal comments or other legal services on any legal instruments or documents.
11. Historic Research. Owner will furnish previous historic research, including photos, to the Architect. Architect will base recommendations off of this information.
12. Historic Preservation. Historic Preservation compliance and scope of services.
- a) Work is subject to review and compliance with the Iowa Economic Development Authority and the Secretary of the Interior's Standards for Rehabilitation.
 - b) Work may be subject to review and compliance with the Iowa State Historic Preservation Office.
 - c) Work will not be subject to review by the National Park Service.
 - d) Architect will perform the existing conditions window survey, for the windows in the scheduled façade scope of work.
 - e) Each property Site Inventory Forms for the 106 review will be completed by others, if necessary, and provided to the Architect by the Owner before the meeting with the property owners.
 - f) Architect will not assist with the review of the Part 1, 2 or 3 of the Historic State and/or Federal Tax Credit(s), the writing of the applications, and associated historic research, if any. These services may be provided by the Architect, however, as an additional service, as per mutual written agreement.
13. Hazardous Materials. Architect will not be responsible for the testing, detection, identification, removal, remediation, or mitigation of hazardous materials, including but not limited to asbestos, lead, mold, and animal droppings. Owner will contract separately for these services, as necessary. Architect will not manage the Owner's contractors or vendors for these or other services.
14. Structural Engineering. Architect will not be responsible for structural investigations or structural engineering services. If conditions warrant the need for such services, these may be added to the Architect's scope by use of an Amendment to the AIA-B101 agreement.

B. Basis of Design and Restoration:



1. Design and Construction scope generally limited to 12" depth of the façade facing the street, including doors and windows, transoms and sidelights, parapet caps, projected awnings, bay windows, and recessed main entrances. Façade scope is defined from the Ground or Sidewalk level up to the top of the wall, locations at building addresses as shown below.
2. Construction scope to exclude:
 - a) Interior repairs, except those necessary for repair or installation of exterior components.
 - b) Mechanical, electrical and plumbing, including lighting and fire protection.
 - c) Structural engineering, foundation, or other structural repairs.
 - d) Signage and graphics, unless otherwise indicated.
 - e) Handicapped accessibility or Life Safety enhancements.
 - 1) Repairs will not make the buildings any less accessible or less safe than they already are.
 - f) Roof and flashing repairs, unless directed affected by façade repairs.

C. Sustainable Design goals:

1. Repurpose, reuse, or reinstall existing or salvaged materials and components, where possible and appropriate.
2. Design goals shown above do not constitute any requirement to achieve LEED® certification, Iowa Green Streets compliance, or any other program certification.

D. Properties included, Project participants, and Scope of Construction Work (see below)

Based on grant application data.

Building	Street Address	Construction Budgets		Contingency	Totals
		Base Bid	Alternates		
Staging 2 Sell It	1 West Main Street	\$ 132,500	\$ 42,500	\$ 24,000	
Pentz Appliance	13-15 South Center Street	\$ 131,000	\$ 134,000	\$ 23,500	
Salon	14 North Center Street	\$ 22,500	\$ 8,000	\$ 4,000	
Stepping Stone	14 West Main Street	\$ 54,500	\$ 16,000	\$ 10,000	
Vacant	16 North Center Stret	\$ 27,000	\$ 9,500	\$ 5,000	
The Paw Spa	18 North Center Street	\$ 33,000	\$ 9,500	\$ 6,000	
Tobacco Outlet	19 West Main Street	\$ 49,500	\$ 8,000	\$ 9,000	
Vacant	21 West Main Street	\$ 52,000	\$ 83,500	\$ 9,500	
Vacant	23 West Main Street	\$ 53,500	\$ 85,500	\$ 9,500	
Smokin G's BBQ	25 West Main Street	\$ 48,500	\$ 23,000	\$ 8,500	
Totals:		\$ 604,000	\$ 419,500	\$ 109,000	\$ 1,132,500



E. Project Timeline (tentative):

Milestone:	Week of:
Grant award recipients are announced	October 6, 2021
Contract executed between RDG and City	November 1, 2021
Field documentation - 1 or 2 day site visit & confirm scope for each building as per the grant	November 15, 2021
Kick Off meeting with all building Owners	January 3, 2022
Initial meeting (#1) with building owners - discuss previous concepts, scope and budget	January 3, 2022
Update restoration scope for each building & revise renderings	January 24, 2022
Design meeting (#2) with building owners - discuss initial concepts and budget	February 21, 2022
Update restoration scope for each building & revise renderings	March 7, 2022
Final meeting (#3) with building owners - verify final scope & budget	April 4, 2022
Complete 99% construction drawings and specifications & submit to IEDA/SHPO for review	April 25, 2022
IEDA review complete (45 days)	June 6, 2022
Owner prepares easements without final costs to the building owners	June 6, 2022
Final IEDA comments incorporated into construction documents	June 13, 2022
Construction documents available to Bidders	June 20, 2022
Pre-bid meeting conducted on-site	June 27, 2022
Bids received and opened	July 11, 2022
Bid break down by building received from apparent low bidder	July 13, 2022
Easements signed	July 18, 2022
Contract executed between Owner and Contractor	August 1, 2022
Mobilization / Construction begins	August 22, 2022
Date of Substantial Completion	September 11, 2023
Construction work completed no later than	October 9, 2023
Final payment made to Construction Contractor	November 6, 2023

Note: Minor adjustments may be made to the schedule based on meeting participants' availability.

Note: Major adjustments may be made to the schedule based on the quantity or substitution of participants.



F. Community Development Block Grant – Federal Provisions:

A. Access to and Maintenance of Records.

The Architect must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Architect shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

B. Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

C. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

This act prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

D. Iowa Civil Rights Act of 1965.

This Act mirrors the Federal Civil Rights Act.

E. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

F. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)

Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. Executive Orders 11246 and 11375.

The Architect will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Architect agrees as follows:

- 1) The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Architect will, in all solicitations or advertisement for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Architect will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Architect's commitments under Section 202 of Executive Order No.



11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) The Architect will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Architect will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Architect's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Architect may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Architect will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Architect may request the United States to enter into such litigation to protect the interests of the United States.

H. Section 3 of the Housing and Urban Development Act of 1965 (as amended).

This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that Contracts awarded in connection with such project be awarded to businesses located in, or owned in substantial part by persons residing within, the project area.

The parties of this Contract will comply with the provisions of said Section 3 and certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.

I. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

J. Termination.

~~The Owner and/or the Architect shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Architect to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Architect under this Contract shall, at the option of the City, become its property and the Architect shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. As defined in Article 9 of the Agreement AIA B101-2017.~~

K. Clean Air and Water Acts

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.



In accordance with the Clean Air and Water Act, the Architect agrees as follows:

- 1) The Architect ~~will certify~~ states to the best of its knowledge and belief that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Architect agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Architect agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- 4) The Architect agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

L. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)

This Act provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

M. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).

This Act provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

N. Federal Executive Order 11063, as amended by Executive Order 12259.

The Recipient Architect certifies states, to the best of his or her knowledge and belief, that:

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

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



AIA Document A201™ – 2017

General Conditions of the Contract for Construction

For the following Project:

(Name, location and detailed description)

Downtown Façade Improvements
Marshalltown, IA

THE OWNER:

(Name, legal status and address)

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158
Phone: 641-754-5701
www.marshalltown-ia.gov

THE ARCHITECT:

(Name, legal status and address)

RDG IA Inc
d/b/a RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309-1718
Phone: (515) 288-3414
www.rdgusa.com

RDG Project No.: R3005.009.00

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The terms and conditions of the Contract Documents, including but not limited to the General Conditions, the Supplementary Conditions, and Division 01 Specification Sections, apply to all Sections of the Specifications.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.7.1 Instruments of Service transmitted in digital form or any other information or documentation transmitted in digital form are not Contract Documents. Discrepancies may exist between digital data files and corresponding hard-copy Contract Documents including, but not limited to, subsequent modifications to the Contract Documents. In the event of a conflict between the Contract Documents and the digital data files, the Contract Documents shall govern. Users of digital data files shall be responsible for confirming the accuracy and completeness of the files relative to current Contract Documents.

§ 1.7.2 Data contained in Architect provided digital data files, at the time of transfer to third parties, are part of the Architect's Instruments of Service and shall not be used by anyone receiving this data for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by others is prohibited. Users of these digital data files shall agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action or any nature against the Architect, its officers, consultants, directors, agents, and sub-consultants, and any employees of them, that may arise out of or in connection with use of these digital data files. Furthermore, users shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect, its officers, consultants, directors, agents, and sub-consultants, and any employees of them, from and against any and all claims, causes of action, damages, liabilities and costs, including, but not limited to, reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these digital data files.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™– 2013, Building Information Modeling and Digital Data Exhibit, and the requisite ~~AIA Document G202™– 2013, Project Building Information Modeling Protocol Form~~ RDG BIM Project Execution Plan, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner

to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3,

the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution as it would have provided for the product specified;

- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 Bidders shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this project.

§ 3.6.2 This Project is Iowa sales tax exempt. Persons shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer. Said taxes shall not be included in the bid value for this Project.

§ 3.6.3 The Owner shall issue an authorization letter and an exemption certificate to the Contractor, subcontractor, builder, or manufacturer to be used as provided in Iowa Code. The authorization letter and the exemption certificate shall specify the construction project to which they apply and shall be valid only for that project. The Owner shall notify the Iowa Department of Revenue that such authorization letter and exemption certificate have been issued. The notification shall, to the extent practicable, describe the project and identify the Contractors, subcontractors, builders, and manufacturers which will be using the letter and certificate.

§ 3.6.4 The Contractor shall provide to the Owner a listing of Contractors, subcontractors, builders, and manufacturers which will be purchasing tangible personable property for this Project and request the owner provide an authorization letter and an exemption certificate relative to Article 3.6.2 above.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

- .1 City has calculated the required building permit fee of \$250 per building. Each building will require a separate permit and fee. As stated above, the Contractor shall pay for these building permit fees.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Plan reviews which may be required by the State of Iowa Building Code Commissioner for 661 Iowa Administrative Code Chapter 200 Fire Marshal Administration or 661 Iowa Administrative Code Chapter 300 State Building Code - Administration shall be secured by the Architect and paid for by the Owner. Exception: Fire Alarm and Automatic Sprinkler System plan reviews and fees shall be paid by the Contractor.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly

by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as a coordinator for structural, mechanical, and electrical Work. The coordinator shall be knowledgeable in structural, mechanical, and electrical systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the structural, mechanical, and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of structural, mechanical, and electrical equipment to the site.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. ~~If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Architect's and its consultant's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

§ 3.12.12 The Architect's and its consultant's review of Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect shall entitle the Owner to deduct from the Contract Sum amounts paid to the Architect for review of such out of sequence submittals.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

~~§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's Consultants, and their agents and employees from and against any and all claims, causes of actions, damages, losses and expenses, including but not limited to attorney's' fees, arising out of or resulting from the performance or prosecution of the Work by the Contractor, it's subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, it's subcontractors, agents, or employees in the performance of any duties imposed by the contract or by law; provided that any such claim, damage, loss, or expense:

- .1 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 there from, and
- .2 is caused in whole or in part by any fault, negligence, act, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them and/or anyone for whose acts any of them may be liable, and including any of their employee's injury or damages caused in whole or in part by the negligence of the same employee.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in Section 3.18.1.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§3.19 Iowa Code Chapter 573 Claims

§ 3.19.1 Contractor shall secure discharge by separate surety bond or otherwise of any 573 Claim that arises from Contractor's dealings with subcontractors or suppliers, or from any subcontractor's dealings with sub-subcontractors or suppliers. Contractor shall indemnify the Owner for any costs the Owner may sustain due to the filing of any Iowa Code Chapter 573 Claims arising from Contractor's dealings with subcontractors or suppliers, including the price of any bond to discharge said claims and reasonable attorney's fees incurred in defending said claims. The Owner shall retain all rights to make any claims or pursue any remedies it might have in contract or common law against the Contractor or surety. After Contractor's discharge by separate surety bond or otherwise of any 573 claim, Owner shall waive all rights to withhold double (or any part of) said 573 claim.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. Communications by and with individual building owners, tenants, and occupants shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. ~~The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.~~

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon in writing or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon in writing or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be

responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- 1 The change in the Work;
- 2 The amount of the adjustment, if any, in the Contract Sum; and
- 3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Contractor shall comply with the following provisions in determining any change in contract cost.

- 1 For the Prime Contractor, any changes or additions to the work which involve extra cost and for which the additional cost is determined by mutual agreement on a lump sum amount, shall be handled on the basis of net cost plus 10 percent; this percentage shall include overhead and profit. 'Cost' shall include all items of material and labor, including pro rata charge for foreman, use of power tools and equipment (for the time actually used), power, bond premium, liability, compensation, insurance, and automobile insurance. Social security insurance, old age, and unemployment insurance may be considered as cost, but these items will not carry the 10 percent for overhead and profit. When requested, the Contractor shall furnish evidence of net cost by means of invoices and certified time records.
- 2 When the Prime Contractor seeks the work of a change order through the quotation of a subcontractor(s), the cost submitted to the Owner will list a total maximum of 15 percent overhead and profit for all Contractors. Ten percent (10%) overhead and profit will be allowed for the Contractor actually performing the work. The remaining 5 percent will be allowed for coordination of the work by the Prime Contractor.
- 3 Changes in the work involving credits for work not performed shall be made on the basis of total cost. Contractor mark-up for profit and overhead shall be included in the construction cost change.

- .4 The Contractor shall furnish to the Architect an itemized breakdown of quantities and prices on all changes. Degree and detail of breakdown shall be at the Architect's discretion, but, in general, shall be in such detail appropriate to the size and scope of the change so as to allow timely and meaningful evaluation.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and

credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the

Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect as Additional Services for delays attributed to the Contractor.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Owner will retain five percent (5%) of each Application for Payment in accordance with Section 573.12 of the Code of Iowa:

- .1 Retainage will be held 30 days after completion and final acceptance of the Work, unless otherwise requested by the Contractor in accordance with Section 26.13 of the Code of Iowa.
- .1 At the end of the 30 day period, the Owner will continue to hold double the total amount of all claims on file and the estimated value of incomplete work.
- .2 A request for early release of retained funds will only be considered upon completion of the following:

- .1 Substantial Completion of the Work substantiated by an executed Certificate of Substantial Completion.
- .2 Notification to all known suppliers, subcontractors, and sub-subcontractors of the Contractor's intent to request a release of retained funds in compliance with Section 26.13 of the Code of Iowa.
- .3 Receipt of an itemized, tabulated list prepared by the Contractor of all incomplete or nonconforming work items, including valuation of each work item listed. Include separate columns for labor and material for each item listed. Upon approval, this list shall be incorporated into the Schedule of Values for subsequent payment applications. All values shall be listed as double the estimated value of work item.
- .4 G706 - Contractor's Affidavit of Payment of Debts and Claims.
- .5 G706A - Contractor's Affidavit of Release of Liens.
- .6 G707 - Consent of Surety to Final Payment.
- .7 Evidence of continuation of liability coverage, including coverage for completed operations in accordance Section 11.1 of AIA General Conditions.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5** damage to the Owner or a Separate Contractor;
- .6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

~~**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.~~

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

~~**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.~~

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 The Architect shall not be required to make inspections to determine Substantial Completion when the Work is not sufficiently complete or will result in extensive lists of items to be completed or corrected. When the Work is not sufficiently complete and such inspections are requested by the Contractor or are necessary to allow Owner occupancy by the required substantial completion date, the Owner shall have the right to deduct from the Contract Sum amounts paid to the Architect for additional services to conduct such inspections.

§ 9.8.3.2 The Architect's inspection of any portion of the Work to determine whether such portion of the Work is substantially complete will be limited to an initial inspection and one (1) re-inspection. Additional re-inspections will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for such additional re-inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the such Certificate. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

.1 The Architect's inspection of the Work to determine whether the Work is acceptable for Final Completion and Final Payment will be limited to one (1) inspection. Additional re-inspections will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for such additional re-inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract

Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- 1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- 2 failure of the Work to comply with the requirements of the Contract Documents;
- 3 terms of special warranties required by the Contract Documents; or
- 4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- 1 employees on the Work and other persons who may be affected thereby;
- 2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to the negligent acts, errors, or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from

performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract

Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

§ 13.1.1 Compliance with Law Provision: The Contractor agrees that he will comply with all applicable Federal, State, and local laws, statutes, codes, rules, and regulations having jurisdiction over the Project. Contractor shall take all necessary precautions to keep the site and work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor as well as the Occupational Safety and Health Standards, parts 1910 and 1926 as amended and as enforced by the State of Iowa.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Davis-Bacon and Related Acts

§ 13.6.1 Davis-Bacon and Related Acts: This project is funded, in part, by federal grants and funding. Rules and provisions of the Davis Bacon and Related Acts apply to this project. It is the responsibility of the Contractor to acquire current appropriate and necessary publications and materials regarding the Davis-Bacon and Related Acts and to comply with its rules and provisions as they apply to this Project.

§ 13.7 Community Development Block Grant (CDBG)

§ 13.7.1 This project is funded, in part, by a Federal Community Development Block Grant (CDBG) administered through the Iowa Economic Development Authority. Rules and regulations of the Federal Community Development Block Grant Program mandate that certain provisions and standards be invoked for development assisted projects.

§ 13.7.2 The Contractor shall comply with the provisions and standards as stated in Section 00 73 15 - Special Conditions of the Contract.

§ 13.7.3 The Contractor shall comply with the provisions and standards as stated in the current edition of the Federal Labor Standards Provisions, form HUD-4010.

§ 13.8 Minority owned and female owned business participation

§ 13.8.1 Minority Owned and Female Owned Business participation is encouraged. Bidders shall make a good faith documented effort to encourage participation of minority owned and female owned businesses.

§ 13.8.2 The Contractor shall submit documentation to Owner's Representative identifying business contacted and contracts issued to minority owned and female owned businesses.

§ 13.9 Accounting records

§ 13.9.1 The Contractor shall maintain, or cause to be maintained, all books, records and all other financial documents pertaining to the Project in accordance with generally accepted accounting principles. Such records of the Contractor shall be available for inspection and copying by the Iowa Economic Development Authority or its designated agents, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa and the Iowa Division of Criminal Investigation at all times within the term of this Agreement and during the term of any extension thereof, and for five (5) full years from the date of completion the Project. The Contractor shall cause the books, records and all other financial documents of its subcontractors and suppliers pertaining to the Project described in this Agreement to be available consistent with this paragraph.

§ 13.9.2 Within thirty (30) days of receipt of a written request, the Contractor shall deliver copies of all agreements or documents relating to the Project; copies of all invoices, receipts, statements or vouchers relating to the Project; a list of all unpaid bills for labor and materials in connection with the Project; and budgets and revisions showing estimated costs of the Project and funds required at any given time to complete and pay for the Project.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- 1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- 3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents

with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 Provisions of law pursuant to the Code of Iowa, Act to Provide for Termination of Contracts for Construction of Public Improvements when construction work or work thereon is stopped because of a National Emergency, shall apply to and become a part of this contract and shall be binding upon all parties hereto, including Subcontractors and Sureties upon any Bond given or filed in connection herewith.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work, and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision

Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 15.4.4 Consolidation or Joinder

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

SECTION 00 73 15 – SPECIAL CONDITIONS OF THE CONTRACT

The following provisions are made part of the Contract.

1. Access and Maintenance of Records.

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights.

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352). *States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965. *This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). *Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) *Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). *Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213) *Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). *The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*
- Federal Executive Order 11246, as amended by Executive Order 11375. *Provides that no one be discriminated in employment.*
- Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause.

Reference AIA Document A201-2007 Article 14, as amended.

4. Certification regarding government-wide restriction on lobbying.

The Recipient (Contractor) certifies, to the best of his or her knowledge and belief, that:

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

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

5. Lead-Safe Housing Regulations (as applicable).

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

7. Executive Orders 11246 and 11375.

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon

each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. Resource Conservation and Recovery Act.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

9. The Contractor will comply with the following laws and regulations.

- 1) Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- 2) Section 508 of the Clean Water Act [33 U.S.C. 1368].
- 3) Executive Order 11738.

10. In accordance with the Clean Air and Water Act, during the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Contractor agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Excluded Party Listing System
- 4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

11. Federal Labor Standards Provisions.

The Contractor shall conform to the current edition of the Federal Labor Standards Provisions (form HUD-4010).

12. Housing and Urban Development Act of 1968.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

END OF SECTION 00 73 15

Effective January 1, 2021*

standard hourly rate schedule

TITLE	RATE/HOUR
Principal	\$250.00
Principal	\$220.00
Principal Emeritus.....	\$250.00
Architect.....	\$180.00
Architect.....	\$165.00
Architect.....	\$155.00
Architect.....	\$135.00
Architect.....	\$125.00
Architectural Intern	\$120.00
Architectural Intern	\$100.00
Architectural Technician	\$120.00
Landscape Architect.....	\$165.00
Landscape Architect	\$155.00
Landscape Architect	\$135.00
Landscape Architect	\$120.00
Landscape Architect	\$100.00
Landscape Architectural Intern	\$100.00
Water Resource Engineer.....	\$190.00
Conservation and Community Outreach Specialist.....	\$135.00
Professional Engineer	\$220.00
Engineering Technician.....	\$120.00
Interior Designer.....	\$165.00
Interior Designer	\$135.00
Interior Designer	\$100.00
Lighting Designer.....	\$220.00
Lighting Designer.....	\$120.00
Artist.....	\$135.00
Artist.....	\$100.00
Multi Media Designer.....	\$155.00
Videographer	\$120.00
Client Development Director	\$165.00
Marketing Coordinator	\$135.00
Project Administrator	\$190.00
Project Manager	\$120.00
Project Manager	\$90.00
Project Coordinator	\$90.00
Office Administrator.....	\$90.00
Office Coordinator.....	\$90.00

*Current hourly rates may be adjusted annually on January 1 of each year.



modified site-visit protocol

Owner and Architect are dedicated and focused on protecting the safety of their employees and the public and following safe practices to slow the spread of the coronavirus (COVID-19) pandemic event. Owner and Architect acknowledge that the pandemic event has rendered certain obligations under the Agreement impossible and/or unsafe to perform. Therefore, while the present conditions exist and until otherwise mutually agreed in writing, Architect shall use commercially reasonable efforts to conduct all site visits or general construction observation services virtually, via Zoom or other video program, instead of in-person. Alternatively, if requested by the Owner, Architect will review photographs or videos of the Project in lieu of virtual site visits for general construction observation purposes, provided the Contractor represents to the Owner and Architect the designated portion of the Work contained in the photographs or videos is representative of the Project conditions, and the Work has been constructed in accordance with the Construction Documents.

Façade Rehabilitation Downtown Revitalization Construction Contract Administration Guide

Owner (City) • Architect • Grant Administrator • General Contractor Responsibilities Matrix (post-CDBG grant award) for Design through Construction

4/10/2015

Note: Additional responsibilities may be illustrated in the Construction Documents, Agreements (Contracts) or CDBG grant requirements. This list is provided for convenience only and is not meant to capture all of the tasks necessary for the complete design and construction of the Work.

Task Description	Owner / City	Architect / Design Team	Grant Administrator	General Contractor / Team
Historic survey. (If not designated downtown district listed NRHP.)	Contract with historian as necessary to perform downtown historical evaluation; evaluate eligibility of individual buildings contributing to a historic district. This evaluation needs to be approved by SHPO prior to architectural submittal of drawings and specifications.	Receive copy of evaluation.	Coordinate requirements. Submit evaluation to SHPO for approval, as applicable.	
Iowa Green Streets	Conduct Iowa Green Streets meeting.	Attend meeting and record results for inclusion into the specifications.	Forward copy of grant application Appendix A "Green Development Plan and Checklist" to the Architect.	
Historic photographs.	Coordinate and collect historic images and other research from local sources and forward to Architect.	Receive copy of historic photographs. Basic scope does not include researching sources.		
Kick-Off Meeting	Notify and invite individual building owners. Reserve room. Provide points of contact list for each individual building owner, emails, addresses and phone numbers to Architect. Update as appropriate during the project.	Conduct Kick-Off Meeting. Efficiently discuss all of the general information applicable to all of the participants instead of at their individual building owner meetings.	Attend meeting.	
Owner Meeting #1	Schedule for each building owner to attend. One day event.	Meet with building owner 30 min. Discuss priorities for scope and budget.	Attend meeting. Collect legal descriptions for easements.	
> absent owners	Schedule each building owner or forward info to building owner.	E-mail or teleconference. Basic scope of services does not include additional trips to meet with absent owners.	E-mail or teleconference.	
Window conditions survey.	Schedule building access with each building owner. Collect access keys as necessary.	Provide list of buildings to Owner for scheduling. Conduct survey interior and exterior.		
Owner Meeting #2	Schedule for each building owner to attend. One day event.	Meet with building owner 30 min. Discuss construction budget	Attend meeting.	



Owner (City) • Architect • Grant Administrator • General Contractor Responsibilities Matrix (post-CDBG grant award) for Design through Construction

4/10/2015

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Task Description	Owner / City	Architect / Design Team	Grant Administrator	General Contractor / Team
> absent owners	Schedule each building owner or forward info to building owner.	E-mail or teleconference. Basic scope of services does not include additional trips to meet with absent owners.	E-mail or teleconference.	
Addition or deletion of participating buildings.	Decide which buildings are going to stay in, drop out or get added. Relay this information to Architect.	Additional buildings may affect scope, schedule and fee.		
Meeting with IEDA or SHPO		Will meet as appropriate.		
Owner Meeting #3	Schedule for each building owner to attend. One day event.	Meet with building owner 20 or 30 min. Provide take-home rendering and construction budget.	Attend meeting. Provide take-home draft easement and construction agreement.	
> absent owners	Schedule each building owner or forward info to building owner.	E-mail or teleconference. Basic scope of services does not include additional trips to meet with absent owners.	E-mail or teleconference.	
IEDA/SHPO review		Provide drawings, project manual, window survey to the Grant Administrator.	Forward information and prepare all other documents as necessary, including site inventory forms, for IEDA/SHPO review.	
Contractor staging area	Provide potential contractor staging area or coordinate with potential rental.	Include building address in the bid documents.		Will coordinate with city and or landlord.
Specifications, Iowa Green Streets, and Federal contract requirements.	Provide owner requirements, if any, for inclusion into the specifications or drawings.	Write the General Conditions AIA-A201, the Supplementary Conditions and the Special Conditions. Include Iowa Green Street requirements in the specifications. Complete and sign Appendix C, "Certification of Construction Contract Document Compliance"	Provide copies of Federal and State grant requirements to the Architect for inclusion into project manual. Include updated Davis-Bacon wage rates for that county. Forward (upload) copy of drawings and project manual, and any other documents as necessary (including Appendix C), to IEDA for Green Streets review.	



Owner (City) • Architect • Grant Administrator • General Contractor Responsibilities Matrix (post-CDBG grant award) for Design through Construction

4/10/2015

Note: Additional responsibilities may be illustrated in the Construction Documents, Agreements (Contracts) or CDBG grant requirements. This list is provided for convenience only and is not meant to capture all of the tasks necessary for the complete design and construction of the Work.

Task Description	Owner / City	Architect / Design Team	Grant Administrator	General Contractor / Team
Advertising for Hearing and Letting.	Advertise bid opening as required by law.	Provide text for advertisement for bids.		
Issue Bidding Documents		Print and distribute plans and specs to plan rooms, electronically where appropriate. Will use a plan service for this.		Will receive documents through the plan service.
Pre-bid site visit.	Attend site visit with at least one representative.	Conduct non-mandatory pre-bid site visit, introductions, and record questions. Answers will be issued in an Addendum.	Attend site visit as appropriate.	
Bidding.	Forward any and all questions received to the Architect.	Receive questions. Answers will be issued in an Addendum.		
Open bids.	Receive the sealed bids. Schedule room and attend bid opening.	Conduct bid opening, record and distribute results. Cursory review of responsibility of apparent low bidder.		
Owner Meeting #4 (tentative)	Schedule for each building owner to attend. Review what was included in the bid documents for each building owner and actual costs bid from Contractor.		Explain financial commitment for each building owner as appropriate.	Contractor provides actual cost per building to Architect, including Alternates.
Easements and Construction Agreements.	Schedules signing and collection of easements and construction agreements from individual building owners. Provides copy of the bidding documents and the updated contribution cost amount based on % and actual costs provided by Contractor to individual building owners. Collects portion of owner contribution funds as appropriate.	Does not attend. Cursory review of actual costs per building from contractor, then forwards to City.	Prepare the easements and the construction agreements for signature by individual building owners.	



Owner (City) • Architect • Grant Administrator • General Contractor Responsibilities Matrix (post-CDBG grant award) for Design through Construction

4/10/2015

Note: Additional responsibilities may be illustrated in the Construction Documents, Agreements (Contracts) or CDBG grant requirements. This list is provided for convenience only and is not meant to capture all of the tasks necessary for the complete design and construction of the Work.

Task Description	Owner / City	Architect / Design Team	Grant Administrator	General Contractor / Team
Award of contract.	Award by the city authority as required by law, likely at a City Council meeting.	Does not attend.		
Pre-Construction Conference	Attend meeting with at least one representative.	Conduct meeting and issue minutes.	Attend meetings and explain Federal and State requirements and expectations.	
Hazardous Materials investigation (includes Asbestos) and abatement.	City is responsible for testing and abatement. Ideally identification is done prior to bidding, and abatement done prior to construction.		Assist with procuring competitive bids for testing and abatement, as appropriate.	Verify areas of construction that would require testing (optional).
Construction Conference once every two weeks	Attend meetings with at least one representative.	Conduct meetings and issue minutes.	Attend meetings as appropriate.	Attend meetings. Provide progress reports.
Site Visit once every two weeks.	Attend site visit with at least one representative.	Conduct site visit and issue site visit report.		Attend site visit.
Building owner questions, comments or concerns.	Receive questions. Consult with Architect or Grant Administrator as appropriate. Coordinate individual building owner final color and sample reviews, as appropriate.	Limited direct contact with the individual building owners. Will consult with Contractor as appropriate and respond.	Limited direct contact with the individual building owners.	Limited direct contact with the individual building owners.
Structural engineering and other engineering.		Will contract with an engineer if necessary, as an additional service.		
Submittals and samples	Coordinate final color selections with individual building owners, as appropriate. Receive copy for records.	Provide color samples for approval. Review submittals and respond in a timely manner. Provide e-copies of all materials to the City at the end of the project (optional).		Provide submittals as required for review to Architect.



Owner (City) • Architect • Grant Administrator • General Contractor Responsibilities Matrix (post-CDBG grant award) for Design through Construction

4/10/2015

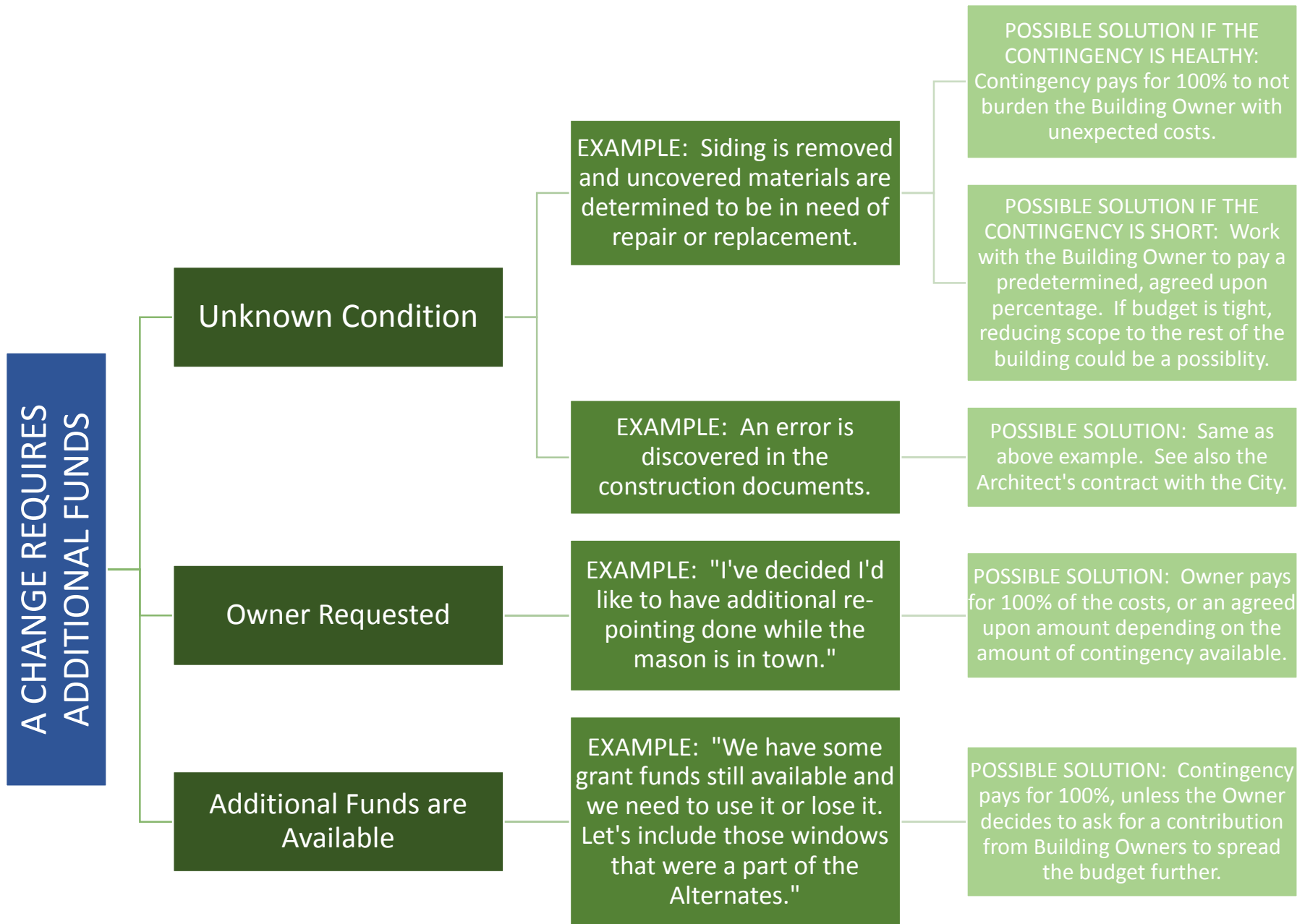
Note: Additional responsibilities may be illustrated in the Construction Documents, Agreements (Contracts) or CDBG grant requirements. This list is provided for convenience only and is not meant to capture all of the tasks necessary for the complete design and construction of the Work.

Task Description	Owner / City	Architect / Design Team	Grant Administrator	General Contractor / Team
Grant Administration			Make changes to the number of buildings, addresses, and construction costs (if necessary) through the IDEA web site. Conduct employee surveys, grant timeline extensions (if necessary) and other duties.	
Proposal Requests	Form a sub-committee or other decision maker(s), as appropriate, to review any of the proposed costs under a certain cost amount. Receive Architect's review and recommendation on scope and costs. Keep individual building owners informed to change in their contribution, if any. Provide timely response as not to affect schedule.	Will prepare scope of work for Contractor to price. Will review and make timely recommendation to Owner. If SHPO approval is needed, will forward the scope to the Grant Administrator.	Forward information and prepare all other documents as necessary for IEDA/SHPO.	Will provide price for Architect to review. Provide timely response as not to affect schedule.
Change Orders	Receive Change Order and distribute. Will be the 3rd to sign. May take City Council action to sign. Respond in a timely manner.	Prepare Change Order based on multiple Proposal Requests. Will be the 1st to sign.	Receive signed Change Order.	Receive Change Order and return. Will be the 2nd to sign.
Calculation of Contingency Funds and other costs.	Track changes to the contract and owner contributions and other costs to determine remaining contingency.	Provide construction costs as provided by the Contractor.		
Applications for Payment (from General Contractor)	Forward payment to Contractor after receiving Application from Architect as per the Agreement AIA-A101.	Receive and review Applications and Schedule of Values, certify and forward.	Receive copy of signed Application so draw for funds can be made.	Provide monthly Application to Architect for review.
Closeout and punch list	Attend punch list visit with at least one representative.	Conduct final punch list visit.	Project close out documents, as appropriate.	Provide closeout documents. Correct Punch List items. Provide warranties.



PROCESS: HOW ADDITIONAL WORK IS ADDED TO THE CONTRACT





HOW TO SPEND CONTINGENCY EQUITABLY

OPTION #1 - Spend carefully.

When contingency is healthy and work is less risky. (Less chance of finding "unknown conditions.")

Spend contingency on unknown conditions as changes come in.
Owner requested items would be paid for on a predetermined basis.

[PROS]
Simple to track costs.
Owners are not burdened by any unforeseen costs.
Good for most cases.

[CONS]
Some risk that contingency funds could be used up before all of the buildings are worked on.

OPTION #2 - Divide based on percentage.

In any situation.

Buildings would receive a portion of the contingency equal to the percentage of the budget.
Any money needed after that would be covered 100% by the Building Owner.

[PROS]
Allocation of funds is equitable.
No risk of running out of contingency funds.

[CONS]
Requires more coordination on the part of the Owner's Representative.
If a major structural issue comes up, the Building Owner could be in a tight spot to fund the rest of his/her project.

OPTION #3 - Give each building a flat allowance.

In any situation.

Each building would get equal amounts of the contingency.
Any money needed after that would be covered 100% by the Building Owner.

[PROS]
Up front, easy to calculate allocation of funds.
No risk of running out of contingency funds.

[CONS]
Requires more coordination on the part of the Owner's Representative.
Owners are getting the same "bonus" regardless of their size of contribution to the project.
If a major structural issue comes up, the Building Owner could be in a tight spot to fund the rest of his/her project.

OPTION #4 - Combination of [#1] and [#2 or #3].

In any situation, but better for situations where the contingency is healthy.

Each building gets a predetermined "allowance" for changes to their building. (Could be for "unknown conditions" or "owner requested.")
The rest of the contingency funds are available as-needed.

[PROS]
Building Owners are given some freedom to do things that they choose to do, including aesthetic desires.

[CONS]
Some risk that the contingency funds could run out before the project is done.
Money could be spent on non-critical items when another building is in need of critical items.

**RESOLUTION NAMING THE POCKET PARK BETWEEN CITY HALL AND THE
VETERANS MEMORIAL COLISEUM THE VETERANS COURTYARD**

WHEREAS, the City of Marshalltown has undertaken the construction of a pocket park in the 10 Block of West State Street utilizing the alley and a parking area to create a pickleball court and sitting area with the City's first sidewalk poetry project; and

WHEREAS, the pocket park requires a name for the appropriate signage to be ordered an installed; and

WHEREAS, the Parks and Recreation Advisory Board is recommending the City Council name the Pocket Park the Veterans Courtyard;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the recommendation from the Parks and Recreation Advisory Board is hereby adopted and the pocket park is named the Veterans Courtyard.

Passed this 25th day of October, 2021, and signed this ____ day of October, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Parks and Recreation Advisory Committee

Meeting was held at the Veteran's Memorial Coliseum, 20 W State Street

Meeting: October 20, 2021

Members Present: Jeff Sogge, Matt Tullis, Andrew Pool, Steve Storjohann

Absent: Kim Barnes, Cindy Brodin, Justin Strom

Staff Present: Geoff Hubbard

Approval of Minutes

There was no September meeting so no minutes to approve.

2021 Plans

Bids were received for the replacing 1.75 miles of the Linn Creek trail with concrete to Construct for \$495,000. They will begin work in the middle of September with a completion date of November 30.

Staff is working with some design and play features for Elks Park and will begin designing a plan for it later this summer. The project will include new 0-6 yr old play features, new basketball court, and leveling out the middle area of the park for a better play area. We have applied for a grant of \$66,000 that will pay for the sidewalks, grading, sign, lights, picnic tables and a grill.

Riverview Park is getting an updated master plan and two meetings were held for public input along with a website. Over 150 have given their feedback for what amenities and features they would like to see in the park.

95 Ash trees have been removed on the terraces and in parks. We are looking to take down another 60 or so this year still.

The park between the Coliseum and City Hall is nearing completion with a pickleball court, poetry stamped concrete panels, and a seating area with planters. We have narrowed down a few names for the park to Poetry Park or Veterans Courtyard. Matt Tullis motioned to name the park, The Veterans Courtyard, the motion was seconded by Storjohann. All were in favor. The name will go to Council for approval at their next meeting.

Fall Programs

Flag football has started with 7 teams participating. Adult Volleyball in the Coliseum has started with 7 men's teams and 10 women's teams. Indoor swim lessons have started at the Pleasant Hill Pool and have 10 kids in the first session.

Next meeting is at 4:15pm on November 17, 2021 at the Coliseum Conference Room, 20 W State Street.

ORDINANCE 15025

AN ORDINANCE TO AMEND THE MARSHALLTOWN FIRE CODE TO PROVIDE GUIDANCE ON THE OPERATIONS OF THE FIRE CODE BOARD OF APPEALS

WHEREAS, the Marshalltown Fire Code provides for appeals of the decision of the Chief of the Fire Department to the Fire Code Board of Appeals, as provided by §108 of the International Fire Code, and

WHEREAS, §108 of the International Fire Code does not provide sufficient guidance for the operations of the Fire Code Board of Appeals which should be provided, and

WHEREAS, the City Council desires to provide details for guidance to the Fire Code Board of Appeals.

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

Section 1. The Code of Ordinances of the City of Marshalltown is hereby amended by adding the following new subsection to Section 91.002 of said Code:

“(UU) Section 108 of the International Fire Code, is hereby amended to read as follows;

Fire Code Board of Appeals

i. Creation, Purpose.

The Fire Code Board of Appeals is hereby established within the City of Marshalltown for the purpose of hearing applications for modification of the requirements of the International Fire Code. The board shall be authorized to hear evidence from appellants and the Fire Chief pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

ii. Membership

The membership of the Board shall consist of five voting members having the qualifications established by this section. Members shall be nominated by the Mayor, subject to confirmation by a majority vote of the City Council. Members shall serve without remuneration or compensation, and shall be removed from office prior to the end of their appointed terms only for cause. The Fire Chief shall serve as an ex-officio member of the Board.

Membership on the board shall consist of the following positions:

- a) One member shall be a practicing design professional registered in the practice of engineering or architecture in the state in which the board is established.

- b) One member shall be a qualified engineer, technologist, technician or safety professional trained in fire protection engineering, fire science or fire technology. Qualified representatives in this category shall include fire protection contractors and certified technicians engaged in fire protection system design.
- c) One member shall be a registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager or comparably qualified specialist experienced
- d) One member shall be a contractor regularly engaged in the construction, alteration, maintenance, repair or remodeling of buildings or building services and systems regulated by the code.
- e) One member shall be a representative of business or industry not represented by a member from one of the other categories of board members described above.

iii. Terms of office.

Members shall be appointed for terms of 4 years. Members shall not be reappointed to serve more than two consecutive full terms. Of the members first appointed, two shall be appointed for a term of 1 year, two for a term of 2 years, one for a term of 3 years. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Members appointed to fill a vacancy in an unexpired term shall be eligible for reappointment to two full terms.

iv. Quorum.

Three members of the board shall constitute a quorum. In varying the application of any provisions of this code or in modifying an order of the Fire Chief, affirmative votes of the majority present, but not less than three, shall be required.

v. Secretary of board.

The Fire Chief shall act as secretary of the board and shall keep a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member, the absence of a member and any failure of a member to vote.

vi. Meetings, Rules of Procedure.

The board shall meet at regular intervals, to be determined by the Chairperson. In any event, the board shall meet within 10 days after notice of appeal has been received. The Board shall adopt its own rules of procedure for meeting and hearing operations.

vii. Decisions.

Every decision shall be promptly filed in writing in the office of the Fire Chief and shall be open to public inspection. A certified copy shall be

sent by mail or otherwise to the appellant, and a copy shall be kept publicly posted in the office of the Fire Chief for 2 weeks after filing.”

Section 2. The Code of Ordinances of the City of Marshalltown is hereby amended by adding to Section 91.004 of said Code, after the words “International Fire Code”; the following: “as amended in Section 91.002 (UU) of this Code.”

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 5. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the Council on this ____ day of _____, 2021, and on the ____ day of _____, 2021.

The Mayor did the following:

____Approved the ordinance; ____Vetoed the ordinance; ____Took no action on the ordinance

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk

ORDINANCE 15026

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA BY REPEALING
CHAPTER 94 HUMAN RIGHTS; NON-DISCRIMINATION**

WHEREAS, the City Council of the City of Marshalltown, Iowa, adopted ordinance 14175, known as the Marshalltown Human Rights Ordinance, on February 13, 1984, to create the Human Rights Commission and set forth the rules and regulations for receiving, hearing and investigating unfair or discriminatory practices against individuals and/or groups of protected classes; and

WHEREAS, the City of Marshalltown population does not meet the threshold established in the Iowa Code for requiring a local Human Rights Commission; and

WHEREAS, City of Marshalltown has been unable to consistently maintain committee members on the Human Rights Commission; and

WHEREAS, residents of Marshalltown are able to file complaints of unfair practices or discrimination through the Iowa Civil Rights Commission for investigation; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to repeal Chapter 94 Human Rights; Non-Discrimination of the City Code of Ordinances.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing in its entirety, Chapter 94 of the City Code: “Human Rights; Non-Discrimination.”

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this _____ day of _____, 2021, and signed this _____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of

Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk

ORDINANCE SUMMARY

Marshalltown Ordinance #15024 repeals Chapter 94: Human Rights; Non-Discrimination from the Code of Ordinances in its entirety. This ordinance becomes effective upon publication of this summary. A full copy of the ordinance is available online at www.marshalltown-ia.gov.

Alicia Hunter, City Clerk

**AN ORDINANCE TO AMEND SECTION 31.046 OF THE
MARSHALLTOWN CODE OF ORDINANCES TO PROVIDE
DIRECTION FOR THE WATER WORKS BOARD OF TRUSTEES**

WHEREAS, Section 31.046 of the Code of Ordinances does not currently provide the desired information for the appointment, powers and duties of the Water Works Board of Trustees; and

WHEREAS, the City Council believes it is appropriate to provide details for the Water Works Board of Trustees;

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by striking the current Section 31.046 of the Code and adopting the following new Section 31.046:

“Section 31.046 Water Works Board of Trustees

(1) PURPOSE

The purpose of this subchapter is to provide for the operation of the municipally-owned water utility by a Board of Trustees.

(2) APPOINTMENT OF BOARD TRUSTEES

The Mayor shall appoint, subject to the approval of the Council, three persons to serve as trustees. The appointment shall provide for six-year terms for the Board of Trustees. The current Board shall serve until their terms, as originally established, shall expire. No public officer or salaried city employee may serve on the Utility Board.

(3) VACANCIES

An appointment to fill a vacancy on the Water Works Board of Trustees shall be made in the same manner as an original appointment except that the appointment shall be for the balance of the unexpired term.

(4) COMPENSATION

The Council shall by resolution set the compensation of the Board members. The current compensation shall be \$300.00 per year payable quarterly.

(5) POWERS AND DUTIES

The Water Works Board of Trustees may exercise all powers of the city, city utility or combined utility system it administers, with the following exceptions:

- (A) *Taxes.* The Board may not certify taxes to be levied, pass ordinances or amendments, or issue general obligation or special assessment bonds.
- (B) *Property.* Title to all property must be in the name of the city but the Board has full control of the property subject to the limitations imposed by law.
- (C) *Reports to Council.* The Board shall make an annual report to the Council including a complete financial statement.
- (D) *Proceeding published.* Immediately following a regular or special meeting, the Board shall prepare and cause to be published in a newspaper of general circulation in the city a condensed statement of proceedings including a list of all claims.

(6) CONTROL OF REVENUES

The Board shall control moneys derived from operations of the utility.

(7) ACCOUNTING

Utility moneys must be held in a separate utility fund, with moneys to be paid out of the utility account only at the direction of the Board.

(8) DISCRIMINATION IN RATES

A city utility may not provide use or service at a discriminatory rate, except to the city or its agencies, as provided in Iowa Code §384.91.

(9) DISCONTINUANCE

A proposal, on motion of the Council or upon receipt of a petition, to discontinue a utility board is subject to the approval of the voters of the city, except that a Board may be discontinued by resolution of the Council when a city utility, city utilities or combined utility system it administers is disposed of or leased for a period of over five years.

(10) RIGHT OF ENTRY

The General Manager of the Water Works Board of Trustees and other duly authorized employees of the water utility bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, meter reading and testing between the hours of 7:00 a.m. and 6:00 p.m. of each workday and have authority to inquire into the use, placement, operation, readings and connections of meters, pipes or other fixtures to the water system as well as the consumption of water.”

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

Section 3. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudications shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. This ordinance shall be in effect after its final passage, approval, and publication as provided law.

Passed by the Council on this ____ day of _____, 2021, and on the ____ day of _____, 2021.

The Mayor did the following:

____ Approved the ordinance; ____ Vetoed the ordinance; ____ Took no action on the ordinance

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia M. Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

CITY CLERK'S OFFICE

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

October 19, 2021

To: Mayor Joel Greer & Members of the City Council
From: Alicia Hunter, City Clerk
Re: Garbage and Refuse Collection Licensing and Collection Regulations

Policy Issue: Goal 3 / Objective 1 of the Strategic Plan: Review City-issued licenses and permits for necessity.

Recommendation: Ordinance revision to clarify that packer-style trucks are required for regular routine garbage collection service.

Background: The City code specifies that a packer-type truck must be used for normal garbage or refuse collection. The code further references the use of a covered vehicle, trailer, bin or container for garbage or refuse collection. The use of a vehicle, trailer, bin or container for collection is not intended for normal routine collection and only for non-routine, one-time clean-up collection. This ordinance amendment will provide clarification of the difference.

Staff do not recommend any changes to the annual licensing process.

Budget Impact: N/A

Attachment: Chapter 50 – Garbage and Refuse and Ordinance 15029 Amendment.

CITY COUNCIL

Michael Gowdy, Al Hoop, Gabriel Isom, Mike Ladehoff,
Bill Martin, Gary Thompson, Bethany Wirin



ORDINANCE 15029

AN ORDINANCE TO AMEND THE LICENSING AND COLLECTION REGULATIONS FOR THE COLLECTION OF GARBAGE OR REFUSE, YARD WASTE AND RECYCABLES

WHEREAS, the Code of Ordinances of the City of Marshalltown 50.028 (B) states all persons licensed under the terms of this chapter shall use packer-type trucks for normal garbage or refuse collection; and

WHEREAS, the Code of Ordinances of the City of Marshalltown 50.028 (C) states a vehicle, trailer, bin or container, which is enclosed, covered, leak resistant and of an easily cleanable construction may be used for garbage or refuse collection; and

WHEREAS, the City Council desires to provide clarification that said vehicle, trailer, bin or container may not be used for normal garbage or refuse collection and only for one-time clean-up collection.

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

Section 1. The Code of Ordinances of the City of Marshalltown is hereby amended as follows:

§ 50.028 COLLECTION VEHICLES; SPECIFICATIONS, MAINTENANCE AND LOADING.

(B) All persons licensed under the terms of this chapter shall use packer-type trucks for **scheduled** normal **routine** garbage or refuse collection. Such vehicles shall include a mechanical device for packing or compressing garbage or refuse, which device shall be used and operated at all times in collection and disposal of garbage or refuse and kept in good working order. All truck bodies used for the disposal of garbage and refuse shall be washed out periodically to minimize odors.

(C) Recyclables and yard waste shall be transported in a vehicle, trailer, bin or container, which is enclosed, covered, leak resistant and of an easily cleanable construction. If such vehicles are also used for garbage or refuse collection, **it should be for non-routine, one-time clean-up collection and** they shall be cleaned and disinfected prior to use for yard waste collection.

Section 2. The Code of Ordinances of the City of Marshalltown is hereby amended.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 5. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the Council on this ____ day of _____, 2021, and signed on the ____ day of _____, 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2021, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2021.

Alicia Hunter, City Clerk

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: October 15, 2021
RE: New Airport Rules and Regs

The City has had an ordinance regulating airports and aircrafts since 1964, with very few amendments in the last 57 years which leads these to be outdated with current guidance and best practices. Steve Valbracht, owner of Marshalltown Aviation and Airport Manager/FBO, provided the new Marshalltown Municipal Airport Rules and Regulations, which are based on FAA best practices and developed under the guidance of the FAA. These have been reviewed by Justin Nickel and Roger Schoell.

I am asking the Council to consider an ordinance at the November 8th meeting which will repeal Chapter 111: Airports and Aircrafts and adopt a resolution at the November 8th meeting, which implements the Rules and Regulations. I recommend a resolution rather than an ordinance, which will allow for the easy amending as new changes come down from the FAA.

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin



CHAPTER 111: AIRPORTS AND AIRCRAFT

Section

Municipal Airport

- 111.001 Limitations on use
- 111.002 Conformity with federal, state and local laws, rules and regulations
- 111.003 Civil air regulations adopted
- 111.004 Permit or contract; required for use of airport
- 111.005 Public use; restrictions; liability for damage
- 111.006 Liability insurance
- 111.007 Lighting for night flying
- 111.008 Disposal of wrecked aircraft
- 111.009 Federal and state laws, rules and regulations
- 111.010 Approval required for erection of signs, other structures

Airport Operation

- 111.025 Airport management
- 111.026 Qualifications
- 111.027 Enforcement of federal, state and local laws, rules and regulations
- 111.028 Maintenance of office; other general duties

Traffic Rules

- 111.040 Compliance with current patterns required
- 111.041 Right-of-way
- 111.042 Maneuvering to land
- 111.043 Takeoff and landing
- 111.044 Taxiing
- 111.045 Unauthorized removal of aircraft from landing areas of hangars
- 111.046 Authority of airport manager to suspend flying operations
- 111.047 Clearing of runways
- 111.048 Night flying
- 111.049 Safe conduct of passengers
- 111.050 Condition of pilot and crew during takeoff or in flight

Aircraft Operation

111.065 Running engines

111.066 Instruction flying and test flights

111.067 Parking and mooring

111.068 Fire regulations

MUNICIPAL AIRPORT

§ 111.001 LIMITATIONS ON USE.

Only aircraft and airpersons licensed by the federal aviation agency and flight students under authorized instruction shall operate on or over the Municipal Airport; provided, however, that this restriction shall not apply to public aircraft of the Federal Government or a state, territory, possession or a political subdivision thereof or to aircraft licensed by a foreign country with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

(2013 Code, § 4-16) (Ord. 10596, passed 5-27-1964)

§ 111.002 CONFORMITY WITH FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS.

No person shall navigate any aircraft over, land upon or fly the same from or service, maintain or repair any aircraft upon the Municipal Airport, or conduct any aircraft operations on or from the airport otherwise than in conformity with Title 14, Ch. 1, of the Federal Aviation Administration regulations, or in conformity with the laws of the state or the rules and regulations as provided in this chapter.

(2013 Code, § 4-17) (Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.003 CIVIL AIR REGULATIONS ADOPTED.

Title 14, Ch. 1, of the Federal Aviation Administration regulations are hereby adopted by reference and made a part of these rules.

(2013 Code, § 4-18)

§ 111.004 PERMIT OR CONTRACT; REQUIRED FOR USE OF AIRPORT.

(A) (1) *General use.* No person shall use the Municipal Airport as a base or terminal for the carrying on of commercial aviation, the carrying of passengers, freight, express, mail or for stunt flying, the rental of cars, the sale of insurance or any other commercial or private purpose without first securing a permit or a contract therefor and paying fees and charges prescribed by the City Council for such privileges, use or services rendered.

(2) *Concessionaires.* No person, firm or corporation shall engage in the sale or dispensing of refreshments, gasoline, oil or any other commodity, or render any services for hire or otherwise within the confines of the Municipal Airport without first having secured a permit or contract therefor and paid, or made satisfactory arrangements to pay, such fees or other sums of money as may be fixed and determined by the Council for such privilege or concessions.

(2013 Code, § 4-19)

(B) (1) The City Council shall establish reasonable standards of qualifications, which must be met by any applicant for a permit, concession license or contract to conduct a business or operation on the airport.

(2) The Council shall negotiate a schedule of fees for all permits and qualifications provided for under division (A) above.

(2013 Code, § 4-20)

(Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.005 PUBLIC USE; RESTRICTIONS; LIABILITY FOR DAMAGE.

The Municipal Airport shall be for the use and benefit of the public and will be open to all types, kinds and classes of aeronautical use without discrimination for landing and taking off; except that, aircraft equipped with tail skids shall not land or take off from the paved runway. All operators of aircraft shall be liable for any damages to the airport facilities or other aircraft thereon, or to any person or property of others occasioned by the negligent operation thereof or for failure to observe flight rules of safety as required by this subchapter or as established by the Federal Aviation Administration.

(2013 Code, § 4-21) (Ord. 10596, passed 5-27-1964)

§ 111.006 LIABILITY INSURANCE.

Any person, persons or corporation dispensing gasoline, jet fuel or oil shall, for the benefit of the city, carry minimum insurance coverage pursuant to § 10.009 of this code of ordinances and shall keep on file with the Airport Manager and the City Clerk a certificate of such insurance in force.

(2013 Code, § 4-22) (Ord. 10596, passed 5-27-1964)

§ 111.007 LIGHTING FOR NIGHT FLYING.

Lighting of the airport for night flying shall be done in accordance with the requirements of the Federal Aviation Administration for airport lighting equipment.

(2013 Code, § 4-23) (Ord. 10596, passed 5-27-1964)

§ 111.008 DISPOSAL OF WRECKED AIRCRAFT.

The aircraft owner, his or her pilot or agent shall be responsible for the prompt disposal of wrecked aircraft and the parts thereof, to avoid interference with the field operations, unless directed to delay such action pending accident investigation.

(2013 Code, § 4-24) (Ord. 10596, passed 5-27-1964)

§ 111.009 FEDERAL AND STATE LAWS, RULES AND REGULATIONS.

The laws of the United States, or the state, all rules and regulations of the city as provided in this subchapter, or hereinafter to be enacted, shall be in force upon this field.

(2013 Code, § 4-25) (Ord. 10596, passed 5-27-1964)

§ 111.010 APPROVAL REQUIRED FOR ERECTION OF SIGNS, OTHER STRUCTURES.

No person shall be permitted to erect a sign or other structure on the Municipal Airport premises without first having secured the written approval of the Council.

(2013 Code, § 4-26) (Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

AIRPORT OPERATION

§ 111.025 AIRPORT MANAGEMENT.

(A) The Council may contract with a private fixed based operator (FBO) to manage and operate the airport facility.

(B) The duties and compensation shall be negotiated from time to time as set out in the contract.

(2013 Code, § 4-34)

§ 111.026 QUALIFICATIONS.

The FBO shall be thoroughly trained and experienced in airport management, have experience in aircraft servicing and methods of air control, knowledge of federal and state regulations controlling and regulating flight and operation of aircraft and the public relation responsibilities of the position.

(2013 Code, § 4-35) (Ord. 10556, passed 3-30-1964)

§ 111.027 ENFORCEMENT OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS.

The FBO shall enforce all provisions of this chapter and other ordinances and regulations of the city relating to the use and operation of the Municipal Airport and shall require and obtain compliance with federal regulations pertaining to aeronautics. He or she shall report to the cognizant agency of the federal government all violations of federal regulations respecting aircraft airworthiness, airpersons and flight of aircraft.

(2013 Code, § 4-42) (Ord. 10556, passed 3-30-1964; Ord. 10596, passed 5-27-1964)

§ 111.028 MAINTENANCE OF OFFICE; OTHER GENERAL DUTIES.

The FBO shall maintain his or her office in the administration building, keep the same and adjacent area clean and orderly, see that facilities are available to the flying public, pilots and others, coordinate the use of the administration building with lessees of the airport facilities and do and perform such other duties as are incident thereto.

(2013 Code, § 4-43) (Ord. 10556, passed 3-30-1964)

TRAFFIC RULES

§ 111.040 COMPLIANCE WITH CURRENT PATTERNS REQUIRED.

The direction of aerial traffic around the outside of the airport shall be to the left and in accordance with current traffic patterns on file in the Airport Manager's office.

(2013 Code, § 4-52) (Ord. 10596, passed 5-27-1964)

§ 111.041 RIGHT-OF-WAY.

An aircraft in distress shall have the right-of-way over all other aircraft. All aircraft converging on the airport for landing shall observe the rules as are prescribed by the Federal Aviation Administration.

(2013 Code, § 4-53) (Ord. 10596, passed 5-27-1964)

§ 111.042 MANEUVERING TO LAND.

When landing or maneuvering into position to land, it shall be the duty of the aircraft at the greater altitude to avoid the aircraft at the lower altitude, but this shall not excuse the pilots of either or both such aircraft from the exercise of due care and diligence. Airplanes, when approaching the runway for a landing, shall, if found expedient to continue flight, proceed up wind until the landing area has been crossed.

(2013 Code, § 4-54) (Ord. 10596, passed 5-27-1964)

§ 111.043 TAKEOFF AND LANDING.

Airplanes shall land and take off at a safe distance from hangars and other buildings, obstacles, areas reserved for spectators and auto parking areas. Airplanes shall not take off over hangars, buildings, obstructions, auto parking areas or groups of spectators. Airplanes shall not land on or take off from taxi strips, aprons or airplane parking areas. Aircraft taking off shall fly beyond the controlled 2,000 feet at the end of the southeast end of the paved runway before making the turn for its continued flight and shall approach for landing at this end of the paved runway from beyond the controlled 2,000 feet.

(2013 Code, § 4-55) (Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.044 TAXIING.

Aircraft, while taxiing out for a takeoff, shall use due caution to avoid any interference with planes landing or taking off. Upon landing on the airport, a pilot shall assure himself that there is no danger of collision with other aircraft taking off, landing or taxiing, before and while taxiing to the line or other part of the airport. All aircraft shall be taxied at a slow and reasonable speed, particularly in the vicinity of hangars and other buildings, and shall be brought to a full stop when in the vicinity of landing aircraft. Unless a taxiing aircraft is equipped with adequate brakes, an attendant shall be at each wing when the aircraft is near passengers, fences, other airplanes, buildings or equipment. No airplanes shall be taxied into or out of hangars.

(2013 Code, § 4-56) (Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.045 UNAUTHORIZED REMOVAL OF AIRCRAFT FROM LANDING AREA OR HANGARS.

No person shall take any aircraft from the landing area or hangars or operate same in violation of the Federal Aviation Administration regulations.

(2013 Code, § 4-57) (Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.046 AUTHORITY OF AIRPORT MANAGER TO SUSPEND FLYING OPERATIONS.

The FBO shall have the authority to suspend flying operations on or from the airport of any part thereof when, in his or her opinion, the condition of the landing area or local meteorological conditions might make operations unsafe.

(2013 Code, § 4-58) (Ord. 10596, passed 5-27-1964)

§ 111.047 CLEARING OF RUNWAYS.

Aircraft shall leave the runways as soon as practicable after landing. Running up or clearing engines shall be done off the runways to be used. All pilots shall position their airplanes so that the slipstream during runup shall not cause turbulent air over runways and in order that they may at all times see incoming traffic. Instruction to students while the plane is not in motion or discharge of passengers shall be done off the runways. In the case of trouble in starting dead engines, the plane shall be moved off the runway immediately.

(2013 Code, § 4-59) (Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.048 NIGHT FLYING.

All aircraft operating during the hours of darkness shall display position lights as required by federal aviation regulations.

(2013 Code, § 4-60) (Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.049 SAFE CONDUCT OF PASSENGERS.

Passengers shall be safely conducted, by the operator or his or her authorized agent, from the nearest gate in the landing area fence to the plane, but not until departing passengers have been so conducted from the plane to the nearest gate. Passengers shall not be loaded nor unloaded from aircraft while the engine is running unless they are conducted from or to such aircraft by the authorized agent of the aircraft operator. The plane shall not proceed until the pilot has received a proper signal from said agent.

(2013 Code, § 4-61) (Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.050 CONDITION OF PILOT AND CREW DURING TAKEOFF OR IN FLIGHT.

No pilot or other member of the crew of an aircraft during takeoff or in flight shall be in such condition as to be in violation of the Federal Aviation Administration regulations.

(2013 Code, § 4-62) (Ord. 10596, passed 5-27-1964)

AIRCRAFT OPERATION

§ 111.065 RUNNING ENGINES.

(A) *Use of wheel blocks required.* Blocks, equipped with ropes or other suitable means of pulling them, shall always be placed in front of the wheels before starting the engine or engines, unless airplane is provided with thoroughly adequate brakes.

(2013 Code, § 4-71)

(B) *Running engine in storage hangars.* Aircraft engines shall not be run in storage hangars, except in engine run-up room.

(2013 Code, § 4-72)

(C) *Fueling while engine running.* No aircraft shall be fueled while the engine is running.

(2013 Code, § 4-73)

(D) *Filling of fuel truck while engine running.* No gasoline fuel truck shall be filled while the truck engine is running.

(2013 Code, § 4-74)

(E) *Fueling inside hangar.* No aircraft shall be fueled inside any hangar or building.

(2013 Code, § 4-75)

(F) *Engine starting procedure.* In starting an aircraft engine the customary procedure shall be used by the person operating the starting device and the person at the engine controls. All challenges and signals between the former and the latter shall be clearly understood and so indicated by repetition before either takes action.

(2013 Code, § 4-76)

(G) *Starting and run-up restricted to designated places.* Aircraft shall be started and run-up only in the places designated for such purpose by the FBO.

(2013 Code, § 4-77)

(H) *Responsibility of airport personnel.* Persons attached to the airport shall observe extreme caution when in the vicinity of turning propellers and shall make it their duty to warn uninitiated persons of the danger of being struck.

(2013 Code, § 4-78)

(Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.066 INSTRUCTION FLYING AND TEST FLIGHTS.

(A) *Responsibility of persons instructing students.* All persons instructing student pilots in flying on the airport shall fully acquaint such students with the rules and regulations in effect on the airport and shall be responsible for the conduct of said students while under their instruction.

(2013 Code, § 4-86)

(B) *Number of persons on test flights limited; passengers as ballast prohibited.* The personnel engaging in test flights shall be limited in each case to the number necessary to properly perform the required test. At no time shall passengers be carried on such flights as ballast.

(2013 Code, § 4-87)

(C) *Acrobatics, training and flight-testing.* Acrobatic flying, student training and flight-testing shall be performed only as prescribed by the latest adopted flight and training manuals of the Federal Aviation Administration.

(2013 Code, § 4-88)

(Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.067 PARKING AND MOORING.

(A) *Designation of plane line and tie-down area.* The plane line shall be designated by the FBO and shall be interpreted as the tie-down area at the outer edge of the plane parking ramp.

(2013 Code, § 4-97)

(B) *Designations and observation of deadlines.* A deadline shall also be designated by the FBO, and no person, excepting a pilot or mechanic attached to the airport or employed by the owner of a plane, or an operator on said airport or an owner of such a plane, or such an operator, or duly authorized officers or officials charged with the duty of enforcing local, state or federal laws or regulations, shall cross the deadline or enter upon the flying field unless he or she is to participate in a flight. If such a person is to participate in a flight, he or she shall not cross the deadline until the plane in which he or she is to fly has come to a full stop and the pilot thereof has signaled that he or she is ready. Such person shall, upon alighting from the plane, leave the landing area by the shortest possible route. Operators of vehicles desiring to cross this deadline and enter the airfield shall not do so without receiving prior permission from the FBO or the control tower.

(2013 Code, § 4-98)

(C) *Spectators and visitors to observe deadlines.* Spectators and visitors, unless under guidance of the FBO or other person responsible to the FBO, shall remain behind the deadline as defined herein, or as may be from time to time changed to conform to changed conditions.

(2013 Code, § 4-99)

(Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

§ 111.068 FIRE REGULATIONS.

(A) *Persons using airport to exercise utmost care.* All persons using in any way the airport area of the facilities of the airport shall exercise the utmost care to guard against fire and injury to persons or property.

(2013 Code, § 4-106)

(B) *Non-smoking areas designated.* No persons shall smoke in any hangar or any repair shop on the airport, except in the lounge area or office space.

(2013 Code, § 4-107)

(C) *Care of floors, use of volatile solvents.* Floors shall be kept clean and free from oil. The use of volatile inflammable solvents for cleaning floors is prohibited.

(2013 Code, § 4-108)

(D) *Receptacles for oily waste and the like.* Suitable metal receptacles with self-closing covers shall be provided for the storage of oily wastes, rags and other rubbish. The contents of these receptacles shall be removed daily.

(2013 Code, § 4-109)

(E) *Oil, paint and varnish containers.* All empty oil, paint and varnish cans, bottles or other containers shall be immediately removed from the premises.

(2013 Code, § 4-110)

(Ord. 10596, passed 5-27-1964) Penalty, see § 10.999

**MARSHALLTOWN
MUNICIPAL AIRPORT**

**RULES
&
REGULATIONS**

MARSHALLTOWN MUNICIPAL AIRPORT

CHAPTER 1 MINIMUM STANDARDS

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Forward

The Rules and Regulations contained herein have been adopted for the orderly, safe and efficient operations of the Marshalltown Municipal Airport. Minimum Standards for aeronautical activities have been made a part of the Rules and Regulations. The Airport has been provided for the use and enjoyment of the public. It is the hope of the members of the Marshalltown City Council that those using the facilities will cooperate in keeping the Airport safe, clean and orderly.

Article 1 - General Provisions

Part 1 Numbering System, Definitions and Acronyms

101 Numbering System

- A. When an article, part or section of the Minimum Standards is referenced within this document, the number shall consist of three (3) component parts separated by a period. The first number shall refer to the chapter number, the second figure shall refer to the article number and the third number (and any number or character following it) shall refer to the part and individual section number within the part. Note that the first number will always be "1", the Minimum Standards is Chapter 1 in the Marshalltown Municipal Airport Rules and Regulations.

102 Definitions

- A. The terms defined herein and identified by use of a capital letter, whenever used in the Airport's Minimum Standards Program, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.
- B. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa and the use of pronouns of any gender shall include any other gender.
- C. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

Accident, A collision, exchange of energy or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death.

Advisory Circular (or "AC"), A document published by the FAA that contains methods and procedures that are acceptable to the FAA Administrator for compliance with FAA regulations.

Aerial Applicator Services Operator (or "AASO"), an Operator who uses Aircraft for the dispersment of chemicals

Aeronautical Activity (or "Aeronautical Activities" or Activity" or "Activities"), Any on-airport activity service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of General Aviation Aircraft, or which contributes to or is required for the safety of such operations and any other activities which, because of its direct relationship to the operation of General Aviation Aircraft or the Airport, can be regarded as an Aeronautical Activity.

Note: Any on-airport installation of Aircraft parts and/or components is considered an Aeronautical Activity, however, the on-airport manufacturer or Aircraft parts and/or components for general distribution is not.

Agency, Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement, A written contract (e.g., lease agreement, permit, etc.) enforceable by law between the Airport and another entity transferring rights or interest in land and/or Improvements and/or authorizing the conduct of certain Activities.

Air Carrier, Any air transportation company performing commercial air transportation services over specified routes to and from the Airport (including diversions), pursuant to published schedules. Such Air Carriers may provide passenger and/or all-cargo services to the Airport.

Aircraft, A machine or device, such as an airplane, helicopter, glider, or dirigible, that is capable of atmospheric flight.

Aircraft and Passenger Liability, To include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Aircraft Design Group, A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

- Group I: Up to but not including 49 feet
- Group II: 49 feet up to but not including 79 feet
- Group III: 79 feet up to but not including 118 feet
- Group IV: 118 feet up to but not including 171 feet
- Group V: 171 feet up to but not including 214 feet
- Group VI: 214 feet up to but not including 262 feet

Aircraft Line Maintenance, Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance, The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of an Aircraft airframe, powerplant, propeller, and/or accessories (including the replacement of parts).

Aircraft Maintenance Operator, A Fixed Maintenance Services Operator or a Mobile Maintenance Service Operator.

Aircraft Operator, A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the Airport.

Aircraft Rescue and Fire Fighting (or "ARFF"), Personnel, equipment and facilities located on or off the Airport dedicated to dealing with Aircraft incidents or Accidents.

Airframe and Powerplant Mechanic (or "A&P Mechanic"), A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport, The Marshalltown Municipal Airport which is owned, operated and governed by the City, and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified.

Airport Layout Plan (or "ALP"), The FAA approved and Airport adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and Airport depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc. and proposed allocation of Airport land and/or Improvements to specific uses and/or development.

Airport Manager, That person (or designated representative thereof) responsible for the administration and day-to-day operation and management of the Airport in accordance with City Code 14.1.202.

Airport Security Plan, A written program adopted by the Airport and approved by the Transportation Security Administration that provides for the safety and security of persons and property on the airport as required by 49 CFR Part 1542.

Applicant, An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity(ies) and who shall apply in writing, and in the manner or form prescribed herein, for authorization to engage in such Activities at the Airport.

Appraiser, A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.

Apron, Those Paved areas of the Airport within the AOA designated by the Airport for parking, loading, unloading, fueling, or servicing of Aircraft.

Avgas (or “Aviation Gasoline”), Fuel commonly utilized to power piston-engine Aircraft.

Based Aircraft, Any Aircraft that is operational and airworthy and based at the Marshalltown Municipal Airport for a majority of the year.

Business Automobile Liability, To include bodily injury and Property damage for all licensed Vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired Vehicles.

Certificate of Insurance, A certificate provided by and executed by an Operator’s, Lessee’s, or Sublessee’s insurance company evidencing the insurance coverages and policy limits of Operator, Lessee, or Sublessee.

City, The City of Marshalltown, Iowa.

Code of Federal Regulation (or “CFR”), The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, subject to federal regulation, updated once each calendar year and issued quarterly, as may be amended from time to time.

Marshalltown City Code (or “City Code”), The Code of Ordinances of the City of Marshalltown, Iowa is a published book of codified ordinances adopted by the Marshalltown City Council.

Commercial, An Activity undertaken with the intent to generate and/or secure earnings, income, Compensation (including exchange or barter of goods and service), and/or profit, whether or not such objectives are accomplished.

Commercial General Liability, For damages due to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed Vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Commercial Operator, An entity engaging in an Activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations, the intent of such activity being to generate and/or secure earnings, income, Compensation (including exchange or barter of goods and service), and/or profit, whether or not such objectives are accomplished.

Compensation, Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Contiguous Land, Land that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle, A Vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-Airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Current, All rents, fees, and other charges required to be paid under any and all Agreements are paid in full

Department of Homeland Security (or “DHS”), The Agency within the United States Government which is focused on protecting the American people and the homeland. DHS was established by the Homeland Security Act of 2002.

Department of Transportation (or “DOT”), The Agency within the United States Government concerned with transportation. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967. DOT is administered by the United States Secretary of Transportation.

Employee, Any individual employed by an entity either directly or through an exclusive contract.

Environmental Liability, To include liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Environmental Protection Agency (or “EPA”), The Agency within the United States Government that has the responsibility for enforcing the environmental regulations or laws enacted by Congress. EPA was established by an act of Congress on December 2, 1970.

Equipment, All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right, A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by express Agreement (i.e. lease agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.

Federal Aviation Administration (or “FAA”), The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. FAA was established by an act of Congress on April 1, 1967.

Federal Aviation Regulation (or “FAR”), Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA. Compliance with FARs are mandatory. In 1996, all references to the FARs were changed to 14 CFR (Title 14 of the Code of Federal Regulations).

Federal Grant Assurance, A Federal Grant Assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant Assurances are required by statute, 49 U.S.C. 47101.

Flight Training, The training, other than ground training, received from an authorized instructor in flight in an aircraft.

Full Service Fixed Base Operator (or “FSFBO”), A Full Service Fixed Base Operator (FSFBO) is a Commercial Operator engaged in the sale of the following products and services:

1. The renting or subleasing of facilities to Aircraft Operators,
2. The sale of Aviation fuels (Jet Fuel and Avgas) and Aircraft lubricants at any authorized location on the Airport,
3. The provisions for Passenger, crew, and Aircraft ground services, support, and amenities,
4. Aircraft parking, Hangar, office, and shop,
5. Aircraft Maintenance service, and
6. Two of the three following additional Activities:
 - a. Avionics Instruments Services,
 - b. Aircraft Rental Services and/or Flight Training Services, or,
 - c. Aircraft Management and/or Charter Services.
 - d. Aircraft Sales
 - e. Aerial Tours

Fuel, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or equipment.

General Aviation, All aviation with exception of Air Carriers and military.

Minimum Standards (or “Minimum Standards Program”), A program established by the Marshalltown Municipal Airport to administer General Aviation Minimum Standards at the Airport.

Hangar, Any fully or partially enclosed storage facility for an Aircraft.

Hangar Keeper’s Legal Liability, To include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Hazardous Material, Any substance regulated by the EPA.

Improvements, All building, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Jet Fuel, Fuel commonly utilized to power turbine-engine (turboprop and turbojet) aircraft.

Landside, The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking; the Landside area is outside of the airport fence line and accessible by the general public.

Lease, See "Agreement".

Leased Premises, The land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

Lessee, An entity that has entered into an Agreement to occupy, use, and/or develop land and/or improvements.

Limousine, A Vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Master Plan, An assembly of documents and drawings (which have been approved by the FAA and adopted by the Airport) covering the development of the Airport from a physical, economic, social and political jurisdictional perspective. The Airport Layout Plan (ALP) is a part of the Master Plan.

Mobile Aerial Applicator Services Operator, an Aerial Applicator not based at the Airport for more than 30 days.

Movement Area, The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of Aircraft, exclusive of Aircraft parking, loading, unloading, fueling, and servicing areas. It includes all areas under the direct and positive control of ATC. Specific approval for entry onto the Movement Area must be obtained from ATC.

National Fire Protection Association (or “NFPA”), All codes and standards contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial, Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Movement Area, Those portions of the Airport where Aircraft taxi or are moved without radio contact with ATC or other Aircraft.

Object Free Area, An area on the ground centered on a runway, taxiway, or taxilane centerline provided to enhance the safety of aircraft operations by having the area free of objects, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Operator, An entity that has entered into an Agreement with the Airport to engage in Aeronautical Activities (Commercial or Non-Commercial) at the Airport.

Owner, The registered legal Owner of an Aircraft according to FAA records.

Paved, Covered with asphalt or concrete that forms a firm level surface.

Permittee, An entity who has written permission from the Airport to conduct an Activity at the Airport according to the parameters established by a permit.

Piston Aircraft, An Aircraft that utilizes a reciprocating engine for propulsion.

Primary Lessee, The entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements with the Airport.

Private Conventional Hangar, a hangar, used for storage of aircraft owned by the hangar tenant that is not used for provision of commercial operations at the airport.

Property, Any tangible or intangible possession that is owned by an entity or a person.

Refueling Vehicle, Any Vehicle used for transporting, handling, or dispensing of fuels, oils, and lubricants

Regulatory Measures, All applicable federal, state, county, and local laws, codes, ordinances, policies, rules, and regulations, as amended.

Repair Station, A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repairs Stations are certificated under 14 CFR Part 145.

Rules and Regulations, The rules and regulations set forth by the Airport for the safe, secure, orderly and efficient use of the Airport, as may be amended from time to time.

Runway, An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

Security Plan, A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling, The Non-Commercial fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

Self-Service, The servicing of an Aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owners Employee's using the Aircraft Owner's Vehicles, Equipment, and resources.

Signature Authority (or "Authorized Signatory"), The individual(s) or designated representative(s) who have received training from the Airport and have been authorized by the Lessee/Operator and the Airport to sign applications for designated individuals requesting airport identification media for them.

Specialized Aviation Services Operator (or "SASO"), A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics, or instrument maintenance, Aircraft rental or Flight training, Aircraft charter or Aircraft Management, Aircraft sales, or other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (or "SPCC Plan"), A contingency plan defined by the EPA that covers procedures for spill prevention, control, and countermeasures, points of contact, the chain of command, and individual responsibilities.

Storm Water Pollution Prevention Plan (or "SWPPP"), A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

Student and Renter Liability, To include bodily injury, personal injury, and Property damage (excluding Aircraft hull) for students and renters of Aircraft.

Sublease, An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the Airport has given proper consent.

Sublessee, An entity that has entered into a Sublease with an Operator or Lessee.

Taxilane, The portion of the Apron used for access between Taxiways and Aprons. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the Object Free Area requirements stipulated by the F AA.

Taxiway, A defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway). Air Traffic Control (ATC) must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the Object Free Area requirements stipulated by the FAA.

Through-the-Fence, Having direct access to the Airport from private property located contiguous to the Airport. Through-the-Fence entities, while being located off Airport property, have access to the Aircraft Operating Area (AOA).

Tiedown, An area of paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft, Any Aircraft utilizing the Airport for transient purposes and not based at the Airport.

Transportation Security Administration (or "TSA"), The Agency within the Department of Homeland Security of the United States Government responsible to safeguard United States transportation systems and ensure secure travel. TSA was established by the Aviation and Transportation Act passed on November 19, 2001.

Turbojet Aircraft, An Aircraft that utilizes one or more jet engines that have a turbine driven compressor and develop thrust from the exhaust of hot gases for propulsion.

Turboprop Aircraft, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which in turn, drives a propeller for propulsion.

Ultralight Vehicle, A device operated for sport or recreational purposes which does not require FAA registration, an airworthiness certificate, or pilot certification. Ultralight Vehicles are primarily single occupant vehicles, although some two-place vehicles are authorized for training purposes. Operation of an Ultralight Vehicle in certain airspace requires authorization from Air Traffic Control.

Vehicle, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator, Any person who is in actual physical control of a Vehicle.

103 Acronyms

A & P Mechanic	Airframe and Powerplant Mechanic
AASO	Aerial Applicator Services Operator
AC	Advisory Circular
ACSO	Aircraft Charter Services Operator
AISO	Avionics Instrument Services Operator
ALP	Airport Layout Plan
AMSO	Aircraft Management Services Operator
ARFF	Aircraft Rescue and Fire Fighting
ASTO	Aircraft Storage Services Operator
ATC	Air Traffic Control
CFR	Code of Federal Regulation
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FMSO	Fixed Maintenance Services Operator
FSFBO	Full Service Fixed Base Operator
FTSO	Flight Training Services Operator
LSFBO	Limited Service Fixed Base Operator
MAASO	Mobile Aerial Applicator Services Operator
ME	Multi-Engine Aircraft
MMSO	Mobile Maintenance Services Operator
NFPA	National Fire Protection Association
OASO	Other Aeronautical Services Operator
SASO	Specialized Aviation Services Operator
SE	Single-Engine Aircraft
SPCC	Spill Prevention, Control, and Countermeasures
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
TSASO	Temporary Specialized Aviation Services Operator

Part 2 Introduction

201 Purpose

- A. The purpose of these Minimum Standards is to foster an environment at the Marshalltown Municipal Airport (Airport) that ensures the following: (a) General Aviation safety and security, (b) The consistent provision of quality General Aviation products, services, and facilities, (c) The economic health of General Aviation Operators, (d) The development of quality General Aviation Improvements, and (e) The orderly development of Airport Property for General Aviation Purposes.
 - 1. To this end, all qualified and experienced entities desiring to engage in General Aviation Aeronautical Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to fully complying with these Minimum Standards.
- B. General Aviation Aeronautical Activities may be undertaken that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards may be established by the Airport on a case-by-case basis for such Activities.

202 Applicability

- A. These Minimum Standards specify the standards and/or requirements that must be fully complied with by an entity desiring to engage in General Aviation Aeronautical Activities at the Airport.
 - 1. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standards or requirement, or regarding compliance with such minimum standard or requirement, shall be made by the Airport. All entities may exceed the applicable Minimum Standards or requirements. No entity shall be allowed to engage in General Aviation Aeronautical Activities at the Airport under conditions that do not, in the Airport's sole discretion, fully comply with these Minimum Standards, unless exemption or variance has been approved by the Airport.
 - 2. These Minimum Standards shall not be deemed to modify any existing agreement which an Operator is required to exceed these Minimum Standards nor prohibit the Airport from entering into or enforcing an Agreement that requires an Operator to exceed these Minimum Standards.
- B. All entities engaging in Aeronautical Activities at the Airport shall fully comply with or exceed the requirements in Article 1: General Provisions, as well as the Minimum Standards applicable to entity's Activities in subsequent sections (unless specifically exempted).

203 Governing Body

- A. The Airport is an entity of the City of Marshalltown (City). The authority to: (a) lease Airport land and/or improvements, (b) allow the occupancy and/or development of Airport land or Improvements, (c) grant the right to engage in any Activity at the airport, and (d) implement, supplement, amend, modify, approve, or adopt any Agreement, policy, standard, rule, regulation, or directive including the Airport's Minimum Standards Program are reserved for the Airport. The responsibility for the administration and operation of the Marshalltown Municipal Airport is delegated to the Airport Manager.

204 Statement of Policy

- A. It is the policy of the Marshalltown Municipal Airport as set forth by the Federal Aviation Administration (FAA), by way of the Federal Grant Assurances, that any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.
- B. In designing and operating the Marshalltown Municipal Airport, the City has provided land for: (1) tenants to construct private conventional general aviation hangars to store aircraft (2) tenants to provide aviation services defined as commercial, and (3) the City to construct its own facilities.

205 Non-Discrimination

- A. No person shall, in the use of the Airport or the Improvements located at the Airport, discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights act of 1964, as amended or reenacted.

206 Effective Date

- A. The Airport's Minimum Standards Program shall be in effect and shall remain in effect, unless repealed by the Airport, from the date of adoption.

Part 3 General Requirements for All Operators

301 Compliance with Regulatory Measures and Agreements

- A. All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in a General Aviation Aeronautical Activity at (or on) the Airport shall comply, at the entity's sole cost and expense, with all applicable Regulatory Measures including, without limitation, those of federal, state, and local government and any other Agency having jurisdiction over the Airport, Operators, Lessees, and Sublessees operating at the Airport, and the activities occurring at the Airport.
- B. No existing or future Agreement or permit, nor any payment or performance required thereunder, shall excuse any entity from full and complete compliance with the Airport's Minimum Standards Program.
- C. Compliance with the Airport's Minimum Standards Program shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have to the Airport under any existing Agreement.

302 Conflicting Regulatory Measures and Agreements

- A. If any provisions of the Airport's Minimum Standards Program is found to be in conflict with any other Airport policies, standards, rules, regulations, or directives, any provision of any applicable Regulatory Measure, or any provision of an existing or future Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail unless a variance is granted by the Airport.

303 Right to Self-Serve

- A. Provided that the requirements of the Airport's Minimum Standards Program and all applicable Regulatory Measures are met, an Aircraft Owner or the Aircraft Owner's Employees may perform services (fueling, maintenance, or repair) on the Aircraft Owner's Aircraft utilizing the Aircraft Owner's Vehicles, equipment, and resources (Self Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such services on the Aircraft Owner's Aircraft provided there is no attempt to perform such services for others for compensation or hire.
 - 1. No Lessee or Operator is required or obligated to allow an Aircraft Owner or the Aircraft Owner's Employees to engage in Self-Service activities on its exclusive Leased Premises.
 - 2. Self-Service activities cannot be contracted out to a third party. Upon request, the Aircraft Owner shall provide proof (such as payroll data) that the individual(s) engaging in Self-Service activities are Employees of the Aircraft Owner.

304 Through-the-Fence Activities

- A. Through-the-Fence activities are prohibited at the Airport.

305 Fines or Penalties

- A. Entities shall have the responsibility to pay any fine or penalty levied against the Airport, the City (or representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council), individually or collectively, as a result of entity's failure to comply with any applicable Regulatory Measure.

306 Severability

- A. If any provision of the Airport's Minimum Standards Program shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such provision shall not in any way affect the validity of any other provisions of the Airport's Minimum Standards Program.

307 Subordination

- A. Should these Minimum Standards now or in the future conflict with any State or Federal laws, including Grant Assurances, then these Minimum Standards shall be subordinate to those State and Federal laws, rules and regulations.

308 Notices, Requests for Approval, Applications, and Other Filings

- A. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Airport and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the Airport's Minimum Standards Program shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt), and shall be deemed to have been given when delivered to the Airport or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided from time to time.

309 Amendments

- A. The Airport will notify all Permittees in writing of any amendments to the Minimum Standards Program.

310 Variance or Exemption

- A. The Airport in its sole discretion may, but is not obligated to, approve variances or exemptions to the Airport's Minimum Standards Program when circumstances require.
- B. Prior to the Airport approving or denying a variance or exemption, the Airport shall conduct a review of all relevant information including those items described in Section 1.1.310C of these Minimum Standards as well as any other information that may be requested or required by the Airport.
- C. Approval or denial by the Airport of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions, situations, or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.
 - 1. If approved, the variance or exemption shall only apply to the special circumstances of the particular case for which the variance or exemption is granted.
 - 2. An approval by the Airport of a variance or exemption shall not serve to amend, modify, or alter the Airport's Minimum Standards Program or any existing Agreement.

- D. Requests for variance or exemption shall be submitted in writing to the Airport and must state the specific provision(s) for which the variance or exemption is being sought as well as the following information:
 - 1. A description of the proposed variance or exemption,
 - 2. The reason for the proposed variance or exemption,
 - 3. Identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public), and
 - 4. Identify the duration of the proposed variance or exemption.

311 Enforcement

- A. The Airport, in its sole discretion, has the right to revoke the entity's privileges, for cause, or may suspend the entity's operations for such period of time as it deems necessary in order to protect the public interest and/or to obtain a correction of the violation.
- B. In the event an entity fails to comply with the Airport's Minimum Standards, the Airport shall send a written statement of violation to such entity at the address on their permit or at its last known address if no permit exists.
- C. If an appeal is not filed under Section 1.1.312, the entity shall have 10 business days from the date that the violation letter was received to provide a statement to the Airport explaining why the violation occurred and to advise the Airport that the violation has been corrected.
- D. Repeat violations or violations that are not corrected by the entity may result in penalties or cancelation of permits or leases.

312 Disputes

- A. Any party aggrieved by a decision of the Airport through Section 1.1.310: Variance or Exemption, or Section 1.1.311: Enforcement, may appeal (in writing) such decision to the Airport Manager within 10 business days after such decision is issued. Rights to any appeal not submitted within the 10 day period will be waived.
 - 1. The Airport Manager shall respond to such written claim within 10 business days of the receipt of the claim by either making a written determination with respect to the claim, or making a written request for additional information. If requested, the party shall provide all requested additional information within 10 business days of the date of the Airport Manager's request or the claim is waived. Thereafter, the Airport Manager shall make a written determination with respect to the claim within 10 business days after receipt of the additional information. In either case, the Airport Manager's written determination shall be final and conclusive.
- B. Unless the aggrieved party's Agreement is suspended or revoked under Section 1.1.311, the party shall diligently continue performance of its Agreement with the Airport, in full compliance with the Airport's Minimum Standards Program, regardless of whether or not a dispute is pending and regardless of the outcome of such dispute.

313 Rights and Privileges Reserved

- A. In addition to the following rights and privileges, the Airport reserves the rights and privileges outlined under Federal Grant Assurances as such rights and privileges may be amended from time to time.

1. Nothing contained within the Airport's Minimum Standards Program shall be construed to limit the use of any area of the Airport by the Airport or to prevent any federal, state or local agency from acting in its official capacities.
2. The Airport reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
3. The Airport (and its representatives, officers, directors, officials, employees, agents, servants, volunteers, and members of its council) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster, illegal conduct or negligence of others.
4. The Airport reserves the right to prohibit any entity from using the Airport or engaging in Activities at the Airport (and/or the Airport may suspend and/or revoke any privileges granted to any entity) upon determination by the Airport that such entity has not complied with the Airport's Minimum Standards Program, applicable Regulatory Measures, directives issued by the Airport, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.
5. During time of war or national emergency, all Agreements are subject to whatever right the U.S. Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States.
6. The Airport will not relinquish the right to take any action the Airport considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
7. The Airport will not waive any sovereign, governmental, or other immunity to which the Airport may be entitled nor shall any provision of any Agreement be so construed.
8. Unless otherwise stated in a separate agreement, the Airport is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee.
 - a. The Airport is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development, or (b) provide matching funds to secure such funding.
9. The Airport reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Airport including preserving the assets of the City and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Airport and the City's mission, vision, and values.

314 Possible Grounds for Rejecting Application

- A. The Airport may reject any application, request for variance or exemption, assignment, change in majority ownership or encumbrance for any of the following reasons:
1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Airport as determined by the Airport in its sole discretion. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
 2. The proposed Activities and/or Improvements, as determined in the sole discretion of the Airport, will create a safety or security hazard at or on the Airport.
 3. The Airport would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the Airport is unwilling and/or unable to expend or supply.
 4. The proposed activities and/or Improvements will result in a financial loss or hardship to the Airport.
 5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
 6. The development or use of the area requested will result in congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present Operator on the Airport by, such as, creating problems in congestion with aircraft traffic or service, preventing free ingress and egress to the existing Operator's area, or effectively depriving an existing Operator of portions of its leased area.
 7. The entity has intentionally or unintentionally misrepresented or omitted material fact in a proposal, in an application, and/or in supporting documentation and/or the entity has failed to make full disclosure in a proposal, in an application, and/or in supporting documentation.
 8. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed Activity.
 9. The entity cannot obtain a bond, or other financial assurance, and insurance in the type and amounts required by the Airport for the proposed Activity.
 10. The entity seeks terms and conditions which are inconsistent with Federal Grant Assurances and/or the Airport's Minimum Standards Program.
 11. Any party having an interest in the business has defaulted or failed to comply in the performance of any lease or other agreement rules and regulations with the Airport or any lease or other agreement rules and regulations at any other airport.

315 Exclusive Rights

- A. In accordance with the Federal Grant Assurances given to the federal government by the Airport as a condition to receiving federal funds, the granting of rights or privileges to engage in Commercial or Non-Commercial Aeronautical Activities shall not be construed in any manner as affording any entity any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement.

1. The presence on the Airport of only one entity engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Airport not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the Airport should neither expect nor request that the Airport exclude other entities who also desire to engage in the same or similar Activities.
 - a. The opportunity to engage in an Activity shall be made available to those entities fully complying with the qualifications and requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity.
2. If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited Exclusive Right, such provision shall be deemed null and void and such practice shall be discontinued immediately.

316 Payment of Rents, Fees, and Charges

- A. Entity shall pay the required rents, fees, or other charges specified by the Airport for engaging in Activities.
- B. Entity's failure to remain Current in the payment of required rents, fees, charges, and other sums due and owing the Airport shall be grounds for suspension or termination of entity's Agreement authorizing the conduct of Activities at the Airport.
 1. The Airport may, at its option, enforce payment of any required rent, fee, charge, or other sums due and owing to the Airport by any legal means available to the Airport.

317 Leased Premises

- A. Unless specifically exempted elsewhere in these Minimum Standards, entity shall lease or sublease sufficient Contiguous Land and/or lease, sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.
 1. Improvements shall fully comply with all applicable Regulatory Measures including, but not limited to, Certificate of Occupancy, fire code, drainage, building and other setbacks, and Vehicle parking.
 2. Construction of any Improvements must be approved in advance by the Airport, in accordance with the Airport's requirements, and any Agency having jurisdiction.
 3. Leased Premises that are used for purposes that require public access shall have direct Landside access.
- B. Contiguous Land
 1. Unless specifically exempted under these Minimum Standards all required Improvements including, but not limited to, Apron, Paved Tiedowns, facilities (e.g., terminal building, Hangar, office, shop, etc.), and Vehicle parking shall be located on Contiguous Land.
 2. Lessees engaging in any Activity shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, in accordance with Lessee's Application.

- C. Apron and Paved Tiedowns
 - 1. Aprons and Paved Tiedowns, if required, shall be:
 - a. Contiguous and separated by no more than a Taxilane to allow taxi or tow of Aircraft without crossing a Taxiway or public roadway,
 - b. Of adequate size and weight bearing capacity with appropriate turning radius and obstruction clearances as prescribed by the appropriate FAA Advisory Circular to accommodate the movement, staging, and parking of the largest Aircraft currently utilizing and/or anticipated to utilize the Lease Premises,
 - c. Based on FAA Design Standards - any deviation from design standards shall be reviewed and must be approved by the Airport.
- D. Vehicle Parking
 - 1. Paved Vehicle public parking shall be sufficient to accommodate all Vehicles currently utilizing or anticipated to utilize the Leased Premises on a regular basis.
 - 2. Paved Vehicle public parking shall be on the Leased Premises and located in close proximity to entity's primary facility.
 - 3. On-street Vehicle parking is not permitted.

318 Facility Maintenance

- A. Unless otherwise noted in this document or separate agreement, the Operator at its sole cost and expense, shall:
 - 1. Maintain the Leased Premises (including all related and associated appurtenances, landscaping, Paved areas, installed Equipment and utility services, oil/water separators, and security improvements) in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements on the Airport, normal wear and tear excepted,
 - 2. Provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, snow removal and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear excepted,
 - 3. Replace, in like kind, or in the Airport's sole discretion, reimburse the Airport for any Property damaged by the Operator, its activities, Sublessees, customers, employees, visitors, vendors, suppliers, or contractors.

319 Licenses, Permits, Certifications, and Ratings

- A. Operator shall obtain and require that employees obtain, at Operator's or employee's sole cost and expense, and fully comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities as required by the Airport or any other duly authorized Agency having jurisdiction prior to engaging in any Activity at the Airport.
 - 1. As required by the Airport or any other duly authorized Agency having jurisdiction, Operator shall keep in effect all required licenses, permits, certifications, or ratings and make such documents available to the Airport upon request.

320 Security

- A. Operator shall fully comply with the Airport's security requirements, best practices and Regulatory Measures as applicable to the Leased Premises and Activities.
- B. Operator shall designate a Signature Authority for the coordination of all security procedures and communications and provide point-of-contact information to the Airport including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.

321 Insurance

- A. Operator shall procure, maintain, and pay all premiums for the insurance coverages and amounts required by the Airport for each Activity conducted throughout the term of its Airport Agreement or Permit (the minimum insurance requirements are listed below in section E). The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Iowa or be approved in writing by the Airport.
 - 1. The City reserves the right to require more or different types of insurance coverage based on Operator's individual risks or exposures.
- B. All liability insurance, which Operator is required to carry and keep in full force and effect, shall name the City and the Airport, individually and collectively, and their commissioners, directors, officers, Employees, agents, and volunteers as additional insured.
- C. No insurance policy may be cancelled, materially revised, or non-renewed without at least 30 calendar days prior written notice being given to the City. Insurance must be maintained without any lapse in coverage during the Airport Agreement or Permit.
- D. When an Operator engages in more than one Aeronautical Activity, the minimum coverages and amounts shall be established by the City and may vary depending upon the nature of each Aeronautical Activity or combination of Aeronautical Activities, but shall not necessarily be cumulative.
- E. The following shall be established as minimum coverage:
 - 1. Commercial Aircraft Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit \$1,000,000
 - Bodily Injury (Each Passenger) \$100,000
 - 2. Comprehensive Commercial Aviation General Liability and Comprehensive Property Damage Including Vehicular
 - Bodily Injury and Property Damage
 - Combined Single Limit \$1,000,000
 - 3. Hangar Keepers Liability \$2,000,000 each aircraft/accident
 - 4. Products Liability \$1,000,000 each accident
 - 5. Student and Renters Liability
 - \$1,000,000 each accident
 - \$100,000 Student/Renter Liability

6. Leased Premises Liability \$1,000,000

In addition, the Owner requires the Operator to include the Owner and agents as specified as an additional insured and stipulates the Operator hold harmless the Owner and agents as specified in all action against it.

322 Multiple Aeronautical Activities

- A. When an Operator is engaging in Activities in more than one of the categories designated herein at the Airport, the Minimum Standards or requirements for the Operator shall be established by the Airport.
- B. The Minimum Standards or requirements for the combined categories shall not be:
 - 1. Less than the highest standard or requirement for each element (e.g., land, Hangar, office, shop, etc.) within the combined categories, or
 - 2. Greater than the cumulative standards or requirements for all of the combined categories.

Part 4 Commercial Requirements

401 Introduction

- A. In addition to complying with all General Requirements specified in Section 1.3: General Requirements of these Minimum Standards, all Commercial Operators are also required to comply with the minimum standards outlined in Section 1.4: Commercial Requirements.

402 Experience/Capability

- A. All Commercial Operators shall demonstrate prior to issuance of a permit, and upon request during the term of their Agreement, the capability of consistently providing the required products, services, and facilities in a safe, secure and professional manner.

403 Products, Services, and Facilities

- A. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.
- B. Commercial Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility offered.
- C. Commercial Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner.
- D. Commercial Operator shall respond to all customer complaints in a timely manner.

404 Employees

- A. Commercial Operator shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Commercial Operator's Activities.
- B. Commercial Operator shall have in its employee, on duty, and immediately available during hours of activity, properly trained, qualified, and courteous employees in such numbers as are required to fully comply with these Minimum Standards and to meet the reasonable demands of customers for each Activity being conducted by Commercial Operator.
- C. Commercial Operators who prefer to contract with individuals to staff certain Activities may do so provided that the Commercial Operator and the contract employee meet or exceed all requirements of these Minimum Standards and comply with all Regulatory Measures.

405 Aircraft, Equipment, and Vehicles

- A. All required Aircraft, Equipment, and Vehicles must be fully operational and available at all times and capable of providing all required products and services in a manner consistent with intended use.
 - 1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as the appropriate measures are being taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.

406 Hours of Activity

- A. Commercial Operator's services shall be offered during hours that meet the reasonable demand of customers for the Activity.
- B. Commercial Operator hours of activity and contact information for after-hours service shall be clearly posted in public view using appropriate and professional signage (not required for Mobile Maintenance Services Operator).

407 Taxes

- A. Each Commercial Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to Operator's Leased Premises and/or Operator's Aeronautical Activities at the Airport.

Article 2 – General Aviation Aeronautical Activities

Part 1 General Aviation Operator Permit

101 Introduction

- A. Any entity engaging in General Aviation Aeronautical Activities governed by these Minimum Standards is required to hold a General Aviation Operator Permit (Permit).

102 Application

- A. Prior to engaging in any governed Aeronautical Activity at the Airport, an Application must be submitted and a GA Operator Permit issued.
- B. Applicant shall submit all of the information required on the Application and thereafter shall submit any additional information or data requested by the Airport in order to fully evaluate the proposed Activity.
- C. Following review and approval by the Airport and subject to the applicant fully complying with all requirements, a General Aviation Operator Permit will be issued by the Airport.
- D. Prior to changing or expanding permitted Activities or engaging in any new Activity, Operator shall complete and submit an Application to, and receive a new or revised General Aviation Operator Permit from the Airport.

103 Approved General Aviation Operator Permit

- A. The General Aviation Operator Permit will serve as written authorization for an Operator to engage in one or more specific Aeronautical Activities at the Marshalltown Municipal Airport. These Minimum Standards will be incorporated into each General Aviation Operator Permit by reference, and shall govern all Activities authorized under said Permit unless a specific variance or exemption is granted in writing by the Airport.
- B. The General Aviation Operator Permit will be valid for the time period indicated on the face of the Permit as long as Operator meets the following requirements:
 - 1. The information submitted by Operator is and remains current. Operator shall notify the Airport in writing within 10 business days of any change to the information submitted by Operator.
 - 2. Operator remains in full compliance with all applicable Regulatory Measures and the terms and conditions of the General Aviation Operator Permit.
- C. The General Aviation Operator Permit may not be assigned or transferred and shall be limited solely to the approved Activity(ies) identified in the Permit.

Part 2 Full Service Fixed Base Operator (FSFBO)

201 Introduction

- A. A Full Service Fixed Base Operator (FSFBO) is a Commercial Operator engaged in the sale of the following products and services:
 - 1. The renting or subleasing of facilities to Aircraft Operators,
 - 2. The sale of Aviation fuels (Jet Fuel and Avgas) and Aircraft lubricants at any authorized location on the Airport,
 - 3. The provisions for Passenger, crew, and Aircraft ground services, support, and amenities,
 - 4. Aircraft parking, Hangar, office, and shop,
 - 5. Aircraft Maintenance (see Section 1.2.202A5) service, and
 - 6. Two of the three following additional Activities:
 - a. Avionics Instruments Services,
 - b. Aircraft Rental Services and/or Flight Training Services, or,
 - c. Aircraft Management and/or Charter Services.
 - d. Aerial Tours
- B. FSFBO can meet the requirements in 5 and 6 above with their staff and equipment or by arrangement with an authorized Operator who meets the Minimum Standards for the Activity category and operates at the Airport.
- C. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each FSFBO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

202 Scope of Activity

- A. FSFBO's products and services shall include the following:
 - 1. Aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants with:
 - a. Fuel delivery and dispensing, upon request, into any General Aviation Aircraft using the Airport,
 - b. The ability to deliver and dispense, upon request, Jet Fuel, Avgas, and lubricants into any Air Carrier and government aircraft using the Airport,
 - c. A response time of no more than 15 minutes from the time of the customer's request (not applicable outside of required hours of activity or in circumstances that are beyond the control of FSFBO).
 - 2. Passenger and crew services including:
 - a. Courtesy transportation for passengers, crew, and baggage,
 - b. Baggage handling and other related Aircraft arrival and departure services,
 - c. The ability to make crew and passenger ground transportation (e.g., limousine, shuttle, rental car, etc.) and accommodation (e.g., hotel or motel) arrangements,
 - d. The ability to make Aircraft catering arrangements.
 - 3. Aircraft ground service, support, and amenities to include:
 - a. Meeting, directing and parking of all Aircraft arriving on FSFBO's owned, leased, or managed Apron with the exception of Aircraft having a designated parking (Tiedown or Hangar) space during normal hours of operation,
 - b. Parking and Tiedown of Aircraft upon the FSFBO's owned, leased, or managed Apron,

- c. Hangar storage of Aircraft upon the FSFBO's Leased Premises, to include in-out (Aircraft towing) service,
 - d. The ability to provide Aircraft ground power service (AC and DC),
 - e. Basic Aircraft interior cleaning services,
 - f. Oxygen, nitrogen, and compressed air services (directly or indirectly through arrangement with an authorized Operator).
- 4. Aircraft Storage Service
 - a. FSFBO shall develop, own, and/or lease facilities for the purpose of Subleasing to the public, Aircraft storage facilities and associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities at the Airport.
 - 5. Aircraft Maintenance Services, FSFBO shall:
 - a. Provide Aircraft Maintenance services for Piston and Turboprop Aircraft,
 - b. Provide Aircraft Line Maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft,
 - c. FSFBO can meet these requirements by arrangement with an authorized Operator who meets the Minimum Standards for Fixed Maintenance Services Operator (Section 1.2.4) and/or Mobile Maintenance Services Operator (Section 1.2.5).

203 Leased Premises

- A. FSFBO shall have adequate land and Improvements to accommodate all Activities of the FSFBO and all approved Sublessees, but not less than the following:
 - 1. Contiguous Land - four acres (174,240 square feet), upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
 - 2. Apron - shall be based on FAA Design Standards (any deviations from design standards shall be reviewed and must be approved by the Airport Manager), but shall not be less than 30% of leased area and shall be located immediately adjacent to FSFBO's primary facility.
 - 3. Terminal Building - 4,000 square feet Customer area shall include adequate space for customer and crew lounge(s), flight planning room, kitchen and vending, conference room, public use telephones, and public restrooms and shall be in accordance with Operator's Application. Administration area shall include adequate space for employee offices, work areas, and storage and shall be in accordance with Operator's Application.
 - 4. Aircraft storage - 10,800 square feet of fully enclosed Hangar space in accordance with Operator's Application.

204 Fuel Storage

- A. FSFBO shall own or lease and operate a Fuel Storage facility in a location approved by the Airport.
- B. In no event shall the total storage capacity be less than:
 - 1. 10,000 gallons for Jet Fuel storage,
 - 2. 8,000 gallons for Avgas storage,
 - 3. FSFBO shall have adequate and proper storage for waste Fuel or test samples or the capability to recycle same.
- C. FSFBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable demands of customers, whichever is greater.
- D. FSFBO shall establish and maintain a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Regulatory Measures for FSFBO's Fuel Storage Facilities and Activities. An updated copy of the SPCC Plan shall be provided to the Airport at any time upon request or at least 30 calendar days prior to any scheduled changes in operations.
- E. FSFBO's SOP shall include Fuel quality assurance procedures and associated record keeping, safety, security, training, and emergency response procedures including those related to Fuel spills and fires. FSFBO's SOP shall be provided to the Airport upon request.
- F. Fuel delivered, stored, or dispensed by FSFBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FSFBO.
- G. Fuel storage facility shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
 - 1. Federal Aviation Administration, all applicable Advisory Circulars (AC)
 - 2. Fuel Branding requirements
 - 3. Pertinent Fire Codes.

205 Fueling Reports

- A. On or before the 10th calendar day of each month, FSFBO shall provide a summary report to the City identifying the number of gallons of aviation Fuel purchased by FSFBO in the previous month and pay the appropriate fuel flowage fee to the City.
- B. FSFBO shall at all times, maintain books and records for a period not less than 3 years. The City shall have the right, through its representatives and at reasonable times, to inspect, examine, and audit all books, records and fuel meters within five (5) days of receipt of notice by City to conduct such audit. All such books and records will be made available to the City for at least three years following any month when fuel was dispensed or purchased. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to FSFBO and the amount of fuel dispensed by FSFBO, the greater amount shall prevail and the FSFBO shall promptly pay all additional fees due and owing

the City, including interest on the unpaid balance at a rate established by the City; not to exceed the maximum allowable by law.

206 Refueling Vehicles and Equipment

- A. FSBO Shall own one Jet A Refueling vehicle equipped with metering devices that meet all applicable Regulatory Measures.
- B. Refueling Vehicles and all Fueling Equipment shall be equipped and maintained to fully comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
 - 1. Federal Aviation Administration, all applicable Advisory Circulars (AC)
 - 2. Fuel Branding requirements
 - 3. Pertinent Fire Codes

207 Other Vehicles and Equipment

- A. FSFBO shall own (or be able to use through arrangement) the following ground support Equipment:
 - 1. One Courtesy Vehicle capable of accommodating 6 passengers ,
 - 2. One Aircraft towing Vehicle (and tow bars/heads) having a rated draw bar capacity sufficient to meet the towing requirement of the most common General Aviation Aircraft normally frequenting the Airport,
 - 3. Adequate wheel chocks for Aircraft parking in open Apron areas and Equipment for securing Aircraft,
 - 4. Aircraft Tiedowns, FSFBO shall have ropes, chains, and/or other types of Aircraft restraining devices which are required to safely secure Aircraft as described in AC 20-35C,
 - 5. Fire extinguishing units, in an adequate number and type to meet all Regulatory Measures, in all Hangars, on all Apron areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles.

208 Hours of Activity

- A. FSFBO services shall be continuously offered and available between the hours of 8:00 a.m. and 5:00 p.m. to meet the reasonable demands of customers, 7 days a week excluding holidays.
 - 1. These services shall be available at all other times, on-call, with response time not to exceed one hour.

209 Employees

- A. FSFBO shall have at least one line service technician on each shift to provide Aircraft Fueling, parking, and ground servicing and support.
- B. All line service technicians shall be properly trained and qualified to provide the services required.

- C. FSFBO shall have at least one properly trained and qualified customer service representative on each shift to provide customer service and support (line service technician or supervisor can fulfill this responsibility if needed).

210 Licenses and Certification

- A. FSFBO shall comply with all aviation fuel fire safety training requirements as specified in their branding protocol and local fire code.

211 Aircraft Removal

- A. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, FSFBO shall cooperate if a request is made by the City or the Aircraft Owner/Operator in order to maintain the operational readiness of the Airport.

Part 3 Fixed Maintenance Services Operator (FMSO)

301 Introduction

- A. A Fixed Maintenance Services Operator is a Commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components on the Airport.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each FMSO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

302 Leased Premises

- A. Operator engaging in this activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.
- B. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
- C. Facilities shall include customer/administrative, shop, and Hangar areas.
 - 1. Customer/administrative area shall be a minimum of 800 square feet and shall include dedicated space for a public use telephone, restrooms, employee offices, work areas, and storage.
 - 2. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
 - 3. Hangar area shall be able to accommodate the largest aircraft being serviced, no less than 4,800'.
 - 4. Drainage system for containment of solvents, chemicals, oils and fuels.
 - 5. Aircraft grounding plugs in the floor.
 - 6. Eye wash station.
 - 7. Fire extinguishers in each area specified above and no less than 2 in the hangar.

303 Vehicles and Equipment

- A. Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

304 Maintenance Activities Involving Air Carrier Aircraft

- A. Air Carrier employees or entities that are under contract with an Air Carrier are not required to obtain a permit under Section 1.2.4 or Section 1.2.5 provided that they do not make their services available to other non Air Carrier users of the Airport.

Part 4 Mobile Maintenance Services Operator (MMSO)

401 Introduction

- A. A Mobile Maintenance Services Operator is a Commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components on the Airport subject to the following limitations:
 - 1. Limitations
 - a. MMSO may only provide Aircraft Maintenance to Based Aircraft.
 - b. MMSO shall not provide service to Transient Aircraft unless under contract to FSFBO, or FMSO or tenant meeting Part 1.2.3.302C(3)(4)(5)(6)(7)
 - c. MMSO shall not solicit business from Transient Aircraft at any time.
 - d. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each MMSO shall fully comply with the following Minimum Standards set forth in this section.
 - e. MMSO, with sole purpose of inspection not involving repair or servicing and meeting requirements in Section 1.1.3 and 1.1.4, shall be exempt from Section 1.2.3.302.

402 Authorization and Restrictions

- A. A MMSO must have written approval from the Primary Lessee if the area where maintenance is to be performed is within a leased premise, or from the City if outside of a leased premise. The written approval must be signed by an authorized representative of the Primary Lessee or the Airport and include any conditions or restrictions placed on the Activity.
- B. Operator shall keep a copy of the approval/restrictions letter together with their GA Operator Permit with them at all times while performing work on the Airport. The Operator will provide the permit and the letter to the Airport upon request.
- C. MMSO Activities must meet the requirement of Section 1.1.319 and all applicable Regulatory Measures.

403 Vehicles and Equipment

- A. Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

404 Maintenance Activities Involving Air Carrier Aircraft

- B. Air Carrier employees or entities that are under contract with an Air Carrier are not required to obtain a permit under Section 1.2.4 or Section 1.2.5 provided that they do not make their services available to other non Air Carrier users of the Airport.

Part 5 Avionics Instrument Services Operator (AISO)

501 Introduction

- A. An Avionics Instrument Services Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments) on the Airport.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each AISO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

502 Leased Premises

- A. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall include customer/administrative areas and shop.
 - a. Customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for a customer lounge, public use telephone, restrooms, employee offices, work areas, and storage.
 - b. Shop area shall include dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
 - 3. If Operator is performing services that require a Hangar, facilities shall include Hangar area and accommodate the largest aircraft being serviced.
- B. The requirements of Section 1.2.602A may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.

503 Employees

- A. Operator shall employ at least one technician who shall be available during required hours of activity.

504 Vehicles and Equipment

- A. Operator shall have the Vehicles, Equipment, supplies and availability of parts required to meet all Regulatory Measures and properly service customer Aircraft.

Part 6 Aircraft Rental Services Operator (ARSO) or Flight Training Services Operator (FTSO)

601 Introduction

- A. An Aircraft Rental Services Operator and a Flight Training Services Operator are defined as follows:
 - 1. An Aircraft Rental Services Operator is a Commercial Operator engaged in the rental of Aircraft to the public at (on) the Airport.
 - 2. A Flight Training Services Operator is a Commercial Operator engaged in providing flight instruction to the public at (on) the Airport. A person who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.
- B. An Operator can combine ARSO and FTSO services or provide either one independent from the other.
- C. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each ARSO and FTSO at the Airport shall fully comply with the following Minimum Standards set forth in this section.
- D. ARSO and FTSO shall be a registered entity with the TSA and compliant with TSA regulations and procedures.

602 Leased Premises

- A. Operator engaging in one or both of these Activities shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall include adequate space for a customer lounge, public use telephone and restrooms and no less than 1000 sq ft.
 - 3. Classroom must be a minimum of 200 sq ft.
- B. The requirements of Section 1.2.602A may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.
- C. Operator engaging in one or both of these Activities who also engages in Aircraft Maintenance shall comply with all applicable Regulatory Measures and have adequate facilities (e.g., Hangar, office, shop, etc.) for such activities:
 - 1. If ARSO/FTSO conducts Aircraft Maintenance on Aircraft owned or leased and operated by the ARSO/FTSO, additional facilities (e.g., Hangar, office, shop, etc.), which shall be in accordance with Regulatory Measures and ARSO/FTSO Application, shall be required.
 - 2. If ARSO/FTSO provides Aircraft Maintenance on other Aircraft, a General Aviation Operator permit for Fixed Maintenance Services or Mobile Maintenance Services Operator must be obtained.

603 Employees

- A. Aircraft Rental Services Operators shall have at least one licensed flight instructor to provide check rides to customers who want to rent aircraft.

- B. Flight Training Services Operators shall have at least one licensed flight instructor with the appropriate ratings and medical certification to provide flight instruction through commercial pilot and instrument rating.

604 Aircraft and Equipment (applies to fixed wing or helicopter)

- A. Flight Training Services Operators shall have at least two properly certified and airworthy Aircraft available for use. All Aircraft available for customer use shall be owned or leased by the Operator.
- B. Flight Training Services Operators shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction. Classroom must be a minimum of 200 sq ft.
- C. Flight Training Services Operator's aircraft shall be appropriately equipped for the courses being taught.

605 Hours of Activity

- A. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity.
- B. Operator services shall be available all other times (after hours) by prior arrangement.

606 Insurance Disclosure Requirement

- A. Operator shall post a notice and incorporate within the rental and instruction agreements identifying the insurance coverages available to such renter or student through the purchase of an individual non-ownership liability policy. Upon request, Operator shall provide a copy of such notice to the Airport.
- B. Operator shall comply with Section 1.1.3.321.E(1)(2)(5).

Part 7 Aircraft Management Services Operator (AMSO) or Aircraft Charter Services Operator (ACSO)

701 Introduction

- A. An Aircraft Management Services Operator and an Aircraft Charter Services Operator are defined as follows:
 - 1. An Aircraft Management Services Operator is a Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public on the Airport.
 - 2. An Aircraft Charter Services Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125) on the Airport.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, each AMSO and ACSO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

702 Leased Premises

- A. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall include adequate space for a customer lounge, public use telephone and restrooms and be no less than 1000 sq ft.
- B. The requirements of Section 1.2.702A2 may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.
- C. Operator engaging in this Activity who also engages in Aircraft Maintenance shall comply with the following:
 - 1. If AMSO/ACSO conducts Aircraft Maintenance on Aircraft owned or leased and operated by the AMSO/ACSO , additional facilities (e.g., Hangar, office, shop, etc.), which shall be in accordance with Regulatory Measures and AMSO/ACSO Application, shall be required.
 - 2. If AMSO/ACSO provides Aircraft Maintenance on other Aircraft, a General Aviation Operator permit for Fixed Maintenance Services or Mobile Maintenance Services Operator must be obtained.

703 Aircraft and Equipment

- A. Aircraft Charter Services Operator shall provide at least one certified and continuously airworthy Aircraft that is either owned or under a written lease to the Operator.
- B. Aircraft Charter Services Operator Aircraft (other than helicopters restricted to Visual Flight Rule operations) shall be equipped for and fully capable of flight under instrument conditions.

704 Hours of Activity

- A. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity.
- B. Aircraft Charter Services Operator shall be able to initiate a flight within four hours of a prospective customer's inquiry or as soon as crew duty day, flight hour requirements and crew limitations will allow - notwithstanding circumstances beyond Operator's control.

Part 8 Aircraft Storage Services Operator (ASTO)

801 Introduction

- A. An Aircraft Storage Services Operator is a Commercial Operator that owns or leases an Aircraft storage facility and/or associated office or shop space on the Airport and leases such space to another entity.
Note: Entities that lease facilities exclusively for a term of a year or more are exempt from the requirements of this section.
- B. In addition to fully complying with the requirements set forth in Section 1.1.3 and Section 1.1.4, each ASTO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

802 Leased Premises

- A. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall include Aircraft storage which shall be a minimum of 10,800 square feet of fully enclosed Hangar space.

803 Hours of Activity

- A. Operator shall ensure that facilities are available for use (and readily accessible) 24 hours a day, 7 days a week including holidays.

Part 9 Other Aeronautical Services Operator (OASO)

901 Introduction

- A. This section pertains to miscellaneous Aeronautical Services that do not fall into categories defined elsewhere in this Minimum Standards Program. Minimum Standards for these Activities are established by the Airport on a case by case basis and are permitted through this section. Examples of such activities are listed below:
 - 1. Limited Aircraft services and support (interior cleaning, washing, propeller repair, etc.),
 - 2. Sightseeing flights within a 25 statute mile radius of the Airport,
 - 3. Aerial photography or survey flights.
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, an OASO at the Airport shall fully comply with the following Minimum Standards set forth in this section.

902 Leased Premises

- A. Operator engaging in this Activity shall have adequate land and Improvements, as appropriate and as agreed to by the Airport, to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall be adequate for the permitted Activity.
- B. The requirements of Section 1.2.902A may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.

903 Employees

- A. Operator shall provide a sufficient number of employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for this Activity.

904 Aircraft, Vehicles, and Equipment

- A. Operator shall either own or lease a sufficient number of Aircraft, Vehicles and/or Equipment for the permitted Activity.
- B. Operator shall have sufficient materials and/or supplies available to support the Activity.

905 Hours of Activity

- A. Operator services shall be available to meet the reasonable demands of customers for the Activity.

Part 10 Temporary Specialized Aviation Services Operator (TSASO)

1001 Introduction

- A. When a service is required but is not available at the Airport through existing Operators, or a new service is proposed and the Airport agrees to allow a pioneering period to evaluate it, the Airport may issue a temporary permit for said activity.

1002 General

- A. TSASO permits will be issued for a specific period of time, typically no more than 30 calendar days.
- B. A TSASO shall fully comply with all requirements for the permitted Activity and limit the service provided to the entity, area, and time period identified in the Permit.
- C. A TSASO shall comply with the General Requirements in Section 1.1.3 and Section 1.1.4. Any requirements that are not applicable to the proposed TSASO will be listed by the Airport on the Permit.

Part 11 Aerial Applicator Services Operator (AASO) and Mobile Aerial Applicators Services Operators (MAASO)

1101 Introduction

- A. This section pertains to Aerial Applicator Services Operator (AASO), based and Mobile Aerial Applicators Services Operator (MAASO).
- B. In addition to fully complying with the General Requirements set forth in Section 1.1.3 and Section 1.1.4, a MASO and MAASO at the Airport shall fully comply with the following Minimum Standards set forth in this section as well as all regulatory agencies having jurisdiction.

1102 Leased Premises

- A. Operator engaging in this Activity wishing to base for longer than 60 days, shall have adequate land and Improvements, as appropriate and as agreed to by the Airport, to accommodate all Activities of Operator and all approved Sublessee(s).
 - 1. Contiguous Land and facility requirements shall be in accordance with Operator's Application.
 - 2. Facilities shall be adequate for the permitted Activity.
- B. The requirements of Section 1.2.1102A may be met through a cooperative agreement with another entity.
 - 1. This agreement shall be in writing and available upon request by the Airport.

1103 Employees

- A. Operator shall provide a sufficient number of employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for this Activity.
- B. All employees shall meet the requirements as specified by the Iowa Department of Agriculture and Land Stewardship as well as all regulatory agencies having jurisdiction.

1104 Aircraft, Vehicles, and Equipment

- A. Operator shall either own or lease a sufficient number of Aircraft, Vehicles and/or Equipment for the permitted Activity.
- B. Operator's Vehicles and/or Equipment shall be operated from the area as designated by the Airport Manager.
- C. At no time will chemicals, bulk, mixed or otherwise, be left unsecured or unattended.

1105 Hours of Activity

- A. Operators services shall be available to meet the reasonable demands of customers for the Activity. Airport Management reserves the right to limit Operations of Mobile Aerial Applicator Operators due to space or traffic safety concerns or special aviation events.

1106 Fees

- A. \$500

1107 Bond

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: October 18, 2021
RE: Airport Operations Agreement Renewal

In September 2020, we brought forward the discussion item of renewing the agreement with Marshalltown Aviation for the operations of the Marshalltown Municipal Airport, versus amending the agreement to add in the new hangar as one of the properties which Marshalltown Aviation leases. The current agreement (attached) is set to expire on May 31, 2024. As Justin Nickel and Steve Valbracht looked further into a new agreement, the decision was made to completely start over and not use the language of the current agreement. The work has been focused on creating two contracts to better reflect and separate the two roles Marshalltown Aviation fills: Airport Manager and Fixed Base Operator (FBO).

If not contracted out, the Airport Manager would be a City staff position, as it is in other Iowa cities. The Airport Manager's key responsibilities are keeping the airport in compliance with FAA rules and regulations. The Manager is also responsible for the upkeep and maintenance of the buildings and grounds at the Airport, requiring days of mowing in the summer and snow removal in the winter.

The FBO is the role of actually operating the Airport. The FBO makes specific services available at the Airport from Marshalltown Aviation, like refueling plane/selling fuel, offering flight instruction, charter services, aircraft maintenance and more. The FBO helps to keep the Airport and functional and useful place to serve the flying public and an economic benefit to the community.

We have had difficulties to figure out the various portions of this agreement. The Code of Ordinances states that the Council may contract with an FBO to manage the airport, which is to be set forth in a contract. As we have gone back, we cannot find that the Council actually approved the airport management duties and compensation. Reference in the current lease agreement does provide a clause which says that if the City appoints an Airport Manager different than the FBO, the FBO or the City have the right to terminate in 60 days. There are some duties stated in the current agreement but no compensation. For many years, the City has paid Marshalltown Aviation \$7,705 per year for the management services, but no document approved by the Council actually lists this rate.

We are at a point where your input is needed on the financial aspects of each role. Breaking this down by the different roles has been a great way to better understand the revenues and expenditures of the Airport and how things have changed since the agreement was last renewed in 2009. For the purposes of this discussion, staff is not asking for a motion to bring something forward to the next meeting, unless Council feels comfortable with that motion.

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin



Current Lease Agreement

Airport Manager Fee



- City pays \$7,705/year for management
- City pays \$20.78/hour reimbursement for maintenance

Hangar Rental



- Marshalltown Aviation pays \$27,271 annually to lease buildings; collects all rents above and beyond
- Marshalltown Aviation pays all costs of operating facilities

Fuel Sales

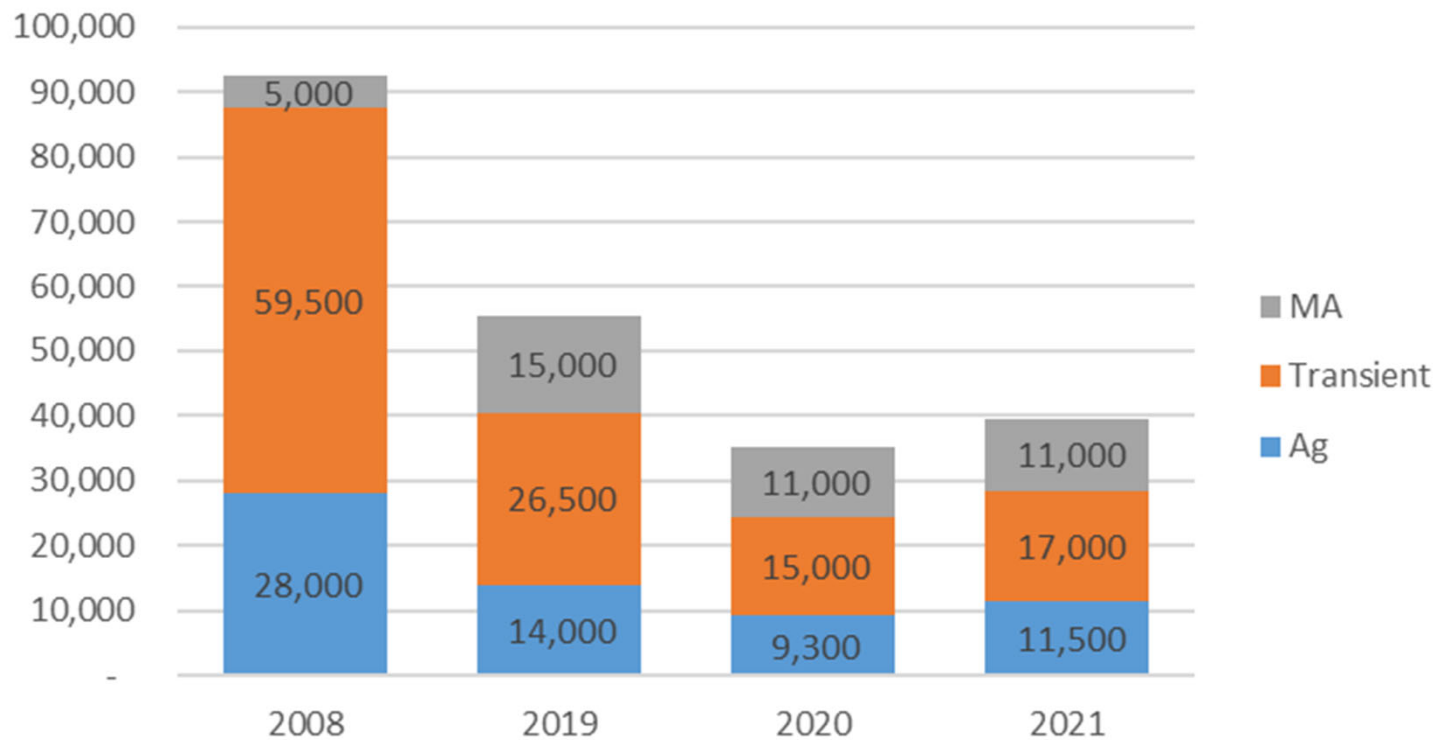


- Marshalltown Aviation purchases/dispenses fuel
- City receives \$0.08/gallon

Current Lease Agreement

- Adopted in 2009 for a 15-year term
- Manager and FBO roles combined
- Lease did not account for economic changes
 - Manager fee set in 1980 and has not changed
 - Maintenance hourly rates have changed from \$15 to \$20.78 over last 12 years
 - Hangar rental not maintaining inflationary pace of operation expenses
 - Fuel sales declined by more than 200% since 2009
- New agreement necessary due to addition of the new hangar/terminal
- Multiple issues with existing agreement being reused over time

Fuel Sales by Customer Type



- Transient fuel sales 64% of revenue in 2008; 43% of revenue in 2021
- Marshalltown Aviation's own purchases increased from 5% in 2008 to 28%

Proposed Agreement- Management



- Increase management fee
 - \$7,705 in 1980 is \$25,650 today
 - Recommendation: \$25,000-\$50,000
- Provide set fee for maintenance rather than increase hourly rate
 - Currently \$20.78/hour = \$22,000
 - Recommendation: \$25,000
- Recommend five-year term

Proposed Agreement- FBO



- Recommend increasing lease payment to \$28,000 annually to reflect the new hangar
- Recommend increased fuel payment to \$0.12/gallon to reflect cost increases for underground storage
- Recommend 15 year term

2009-080

RESOLUTION APPROVING AIRPORT MASTER LEASE AGREEMENT
BY AND BETWEEN MARSHALLTOWN AVIATION, INC. AND
THE CITY OF MARSHALLTOWN, IOWA

WHEREAS, the parties desire to extend the Master Lease Agreement for use of the Marshalltown Airport facility, and

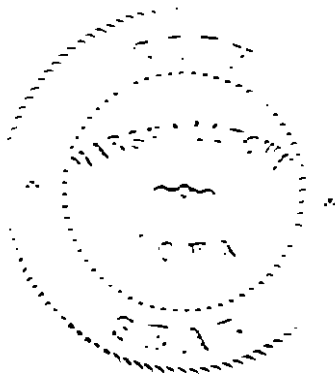
WHEREAS, The City Council has fully examined this proposed lease and has found that the approval and acceptance of the lease would be in the best interest of the City of Marshalltown,

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

Section 1: That the proposed Master Lease Agreement by and between the City of Marshalltown, Iowa and Marshalltown Aviation, Inc. is hereby approved in all respects and particulars.

Section 2: The mayor and city clerk are hereby authorized and directed to execute on behalf of the City the Master Lease Agreement and any other documents necessary to effectuate this resolution.

Passed this 26th day of May, 2009, and signed this 28th day of May, 2009.



CITY OF MARSHALLTOWN, IOWA

Gene L. Beach
Gene L. Beach, Mayor

ATTEST:

Shari L. Coughenour
Shari L. Coughenour, CMC, City Clerk



PUBLIC WORKS DEPARTMENT

The City of Marshalltown, Iowa
Gene L. Bench, Mayor
Dick Hierstein, City Administrator
Lynn E. Couch, Public Works Director
24 N. Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793
EMail - lcouch@ci.marshalltown.ia.us

MEMORANDUM

May 13, 2009

To: Honorable Mayor and City Council

From: Lynn E. Couch, P.E., Director of Public Works/City Engineer

Subject: Airport Lease

Attached for your consideration is an Airport Master Lease agreement between Marshalltown Aviation, Inc. and the City of Marshalltown, Iowa. This lease runs for 15 years and is comparable to the existing lease with a few minor modifications. The lease rental payment has been increased 5% and the fuel flowage fee has increased 60%. Lease rental payments and flowage fees cover half of the operational cost of maintaining the airport.

Marshalltown Aviation, Inc. has provided airport operation under lease from the City since 1976. The service has been excellent with no complaints during my time with the City.

CITY OF MARSHALLTOWN, IOWA
AIRPORT MASTER LEASE

2009-080

WHEREAS, there has heretofore existed a fifteen year lease with extensions and amendments thereto between the City of Marshalltown, Iowa and Marshalltown Aviation, Inc., an Iowa Corporation; and

WHEREAS, the parties desire to extend this Master Lease in order that the parties may make long range plans to provide uninterrupted and dependable service to citizens of Marshalltown and the public using the Marshalltown Airport Facility.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

I. DEFINITION OF TERMS.

A. The buildings covered by this lease shall be identified by number as follows:

Building No. 1	Terminal Building
Building No. 2	Aircraft Shop
Building No. 3	Paint Shop
Building No. 4	Storage Hangar
Building No. 5	Ten Unit T Hangar (partitioned)
Building No. 6	Ten Unit T Hangar (unpartitioned)
Building No. 7	Six Unit T Hangar
Building No. 8	Ten Unit T Hangar (partitioned)
Building No. 9	Executive Hangar

B. The term "Lessor" shall refer to and identify the City of Marshalltown, Iowa.

C. The term "Lessee" shall refer to and identify Marshalltown Aviation, Inc.

II. GENERAL PROVISIONS

A. Compliance with Rules and Regulations. Lessee's use of the demised premises shall be in compliance with all Ordinances, Resolutions, and Rules and Regulations adopted by the Lessor or by the applicable Federal or State authorities, which Ordinances, Resolutions, or Rules and Regulations are by this reference made a part hereof.

B. Airport User Fees. The parties hereto agree that the Lessee is subject to the use fees established by the Lessor's Resolution dated May 25, 1964, and that the Lessee's assignors complied with these requirements prior to the assignment of the prior leases to the lessee and that such payment by the assignor constitutes compliance with the Resolution by the Lessee. Any other user fees should accrue to account of City.

C. Term of Lease. The parties agree that all existing leases shall terminate at midnight, May 31, 2009 and this lease shall commence at 12:01 A.M. on June 1, 2009 and shall run for a period of 15 years, provided, however, that either party may request that any provision of this lease be renegotiated on the fifth and tenth anniversaries thereof, by giving written notice of its intent to renegotiate at least 90 days prior to June 1, 2014 or 90 days prior to June 1, 2019.

D. First Refusal Right. At the termination of this lease, Lessee shall have the right of first refusal on the leasing of the demised premises, provided he is not in default. The intent of this paragraph is to give Lessee the first

option to lease said premises on the same terms and conditions upon which Lessor proposes to lease said premises to any other party.

E. Rental Payment. Lessee shall pay to Lessor the sum of \$2,272.58 per month, in advance, as rent, commencing on the first day of June 2009. This sum includes the \$600.00 per year user fee referred to in Article II, Subsection B. above. In addition, Lessee shall pay to Lessor the sum of six cents (\$0.08) per gallon flowage fee in aviation fuel and jet fuel sales commencing on sales of said fuel on or after July 1, 2009. The flowage fee shall be paid on a quarterly basis. Fuel delivery and sales records shall be available for inspection by the Lessor during regular business hours.

F. Assignment of Lessee's Interest. Lessee shall not sell, transfer, convey, assign, or sublet this lease or any part of the demised premises without written consent of Lessor.

G. Lessor is a tax exempt municipal corporation and therefore, any and all taxes of any kind, nature or description shall be paid by Lessee.

III. SPECIAL PROVISIONS.

A. In the event the Lessor constructs additional improvements at the Airport requested or approved in writing by the Lessee, the Lessee agrees to pay a rental adequate to amortize the principal cost of such improvement over a period of fifteen years and shall thereafter have the first right of refusal on the lease of such facility.

B. In the event the Airport Manager appointed by the Lessor is not an officer of the Lessee corporation, either party to this lease shall have the right to terminate the lease by a sixty day written notice.

C. Lessee's Rights and Obligations.

1. The non-exclusive use in common with others, of the airport.

2. The right to install, operate and maintain, repair and store in said hangars all equipment necessary for the conduct of Lessee's business and the right to install, operate and maintain pumps and tanks on the ramp for the dispensing of fuel and oil.

3. The right to egress and ingress from the demised premises, which right shall also extend to Lessee's employees, passengers, guests, invitees and patrons.

4. The right in and on the demised premises to locate, maintain and operate complete aircraft servicing facilities, to buy, trade and sell aircraft, engines, accessories and parts; to sell aviation fuel and oil; to provide storage space for aircraft; to provide car rental services; to provide travel agency services; to rent tie-down space for aircraft; to operate a repair shop for the repairing and servicing of aircraft, engines, instruments, radio equipment, propellers and accessories; to refinish aircraft and vehicles. The right to conduct such activities shall apply to equipment of other persons as well as equipment belonging to Lessee.

5. The non-exclusive right to store, sell or dispense in every way aircraft fuel and oil.

6. The non-exclusive right to give flying instructions, rent aircraft, to provide pilots for operating planes for others and to carry passengers and freight for hire; subject to the appropriate laws of the Federal Government and the State of Iowa and the Ordinances of the City of Marshalltown. Any person, firm or corporation, basing a plane or planes at the Marshalltown Municipal Airport for conducting, operating or performing any service described herein, including aerial spraying of any kind, unless under special contract with the City of Marshalltown, or as an agency of the State of Iowa, or as an agency of the Federal Government, shall pay a field use fee as fixed by the Council of the City of Marshalltown, Iowa.

7. The right in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, flood lights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft.

8. The right to do such other things in common with others as may be specifically authorized from time to time in writing by action of Lessor upon approval and recommendation of its City Administrator.

9. The right to construct, use and rent any hangar facilities not undertaken by the City and to remove the same upon termination of this lease; provided that such construction, as to location, type, materials and purpose, is in accord with the approved Master Plan of said airport and is first approved by the Lessor.

10. Space in the Terminal Building for office use of Lessee with telephone service, intercom systems, and advertising of its business.

11. The use of water for all of its needs from the airport water system, within the present limitations of the rural water system.

12. The use of the present sewage disposal system provided that all grease, oil and other substances that interfere with its normal operation, shall be independently trapped and not dumped through the disposal system.

Lessee Agrees as Follows:

1. To hold the Lessor free and harmless from each and every claim and demand of whatsoever nature on behalf of or by any person, firm or corporation for any wrongful act or omission on the part of the Lessee, its agents, servants or employees.

2. Lessee agrees to carry public liability and property damage insurance, including passenger liability on chartered planes in the amount of \$1,000,000.00 for the benefit of the parties and shall furnish to the Airport Manager and the Lessor a certificate showing such insurance in force.

3. It is understood that nothing contained in this lease shall be construed to grant or authorize an exclusive right to Lessee within the meaning of the Federal Aviation Act of 1958.

4. The Lessee shall furnish its own electricity and heat except

Terminal Building (Building No. 1). The Lessor shall furnish electricity for runway and clearance lights, aviation aids, and Building No.1.

D. The Lessor Reserves the Following Rights:

1. To further develop or improve the landing areas of the airport as it sees fit.

2. To maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport and the right to direct and control all activities of the airport.

3. To enter upon the premises leased at any reasonable time for the purpose of making any inspections or for the enforcement of any airport rule or conditions of this agreement.

4. To take any action that it considers necessary to protect the aerial approaches to the airport against obstruction.

5. To assist and work with Lessee in landscaping, beautifying or improving the entrance area to the Municipal Airport.

6. To enter on the leased area to construct additional hangars or other improvements and to do the required grading, leveling draining or other work necessary or incident thereto.

7. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use. and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended, and the Lessor shall not be liable for any damages therefore.

8. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the airport the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport. If due to the provisions of this and the preceding paragraph, the use that Lessee can make of the airport is materially restricted, an agreement shall be made between the parties relative to the rent to be paid.

E. Lessor will provide and maintain such snow removal equipment and mowing equipment as may in its opinion be necessary. Lessee will provide qualified labor to operate the snow removal equipment for the removal of snow from the runways, ramps, parking areas and roadways. Lessee will also provide qualified labor to operate mowing equipment to keep all grass areas cut. Labor cost will be borne by the Lessor at a rate of 15 dollars per hour adjustable yearly as determined by the Common Labor Construction Cost Index as reported in the Engineering News Record.

The Lessee shall turn over to the Lessor the premises leased in the same condition received on the termination of this lease, ordinary wear and tear excepted. Lessee shall be liable to the Lessor for any damage to the hangars caused by negligence of himself, his employees and/or tenants; but Lessee shall not be liable for ordinary wear and tear nor damage caused to the hangars or office building by fire, tornado, act of God or public enemy. At the termination of the lease, the Lessee may remove all of the trade fixtures of Lessee which may be removed without injury to or defacement of said premises and may remove pump and tanks provided that Lessee shall restore the ramp or other surfaces to their original condition after removal.

If the City Council believes that Lessee has violated any of the provisions of this lease or failed to keep any of the agreements herein contained, other than the payment of rent as herein provided, the City Council may give Lessee notice by Certified Mail of the alleged violation. If Lessee does not remedy the violation to the full satisfaction of the Lessor within thirty days after the mailing of the notice, the Lessor

may terminate the lease within thirty days thereafter by Certified Mail of its intention to do so.

If Lessee fails to pay the rent as herein provided within thirty days after the same becomes due, the Lessor may give Lessee notice by Certified Mail of intention to forfeit the lease unless the delinquent rent is paid, stating the amount delinquent. If Lessee fails to pay rent within thirty days after the mailing of such notice, the Lessor may declare the lease forfeited and terminated by written notice by Certified Mail to Lessee, such forfeiture and termination to be effective fifteen days after the mailing of such notice. Lessor shall have a lien upon all property of Lessee brought upon the leased premises for all rent or other sums of money due or owing by it to Lessor. In the event this lease is forfeited or terminated for any reason whatsoever, Lessee agrees promptly to vacate the leased premises.

Lessor shall keep the buildings owned by it and hereby leased to Lessee, insured for loss or damage by wind, hail, tornado, fire and other casualty and in the event of any loss or damage shall promptly repair the damage or rebuild in the case of partial or total destruction and if the buildings shall be untenable during the period of repair or rebuilding, a proportionate amount of the rent shall be abated during the period the building or buildings are untenable. Lessee shall not do any act to void the insurance.

F. The Lessor shall be responsible for the maintenance of the roofs, exterior walls and doors of the leased buildings and the water, electrical, sewer and heating systems as they now exist.

G. This lease shall be subject to approval of the Federal Aviation Authority and other Federal agencies that may be interested or required for the approval of Federal funds for airport use. Any Federal requirements that may hereinafter be imposed will automatically become a part of this lease without further actions of the parties.

H. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons, in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

Lessee Further Agrees to:

- (1) Furnish good, prompt and efficient service adequate to meet the demands for its service at this airport.
- (2) To furnish said service on a fair, equal and non-discriminatory basis to all users thereof.
- (3) To charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Dated this 11th day of May, 2009 and signed this 28th day of May, 2009.

CITY OF MARSHALLTOWN, IOWA

MARSHALLTOWN AVIATION, INC.

By: Gene L. Beach
Gene L. Beach, Mayor

By: Stephen C. Valbracht
Stephen C. Valbracht, President

ATTEST:

ATTEST:

Shari L. Coughenour
Shari L. Coughenour, CMC, City Clerk

Joyce Miller
Joyce Miller, Secretary

Affidavit of Publication

STATE OF IOWA,
Marshall County, ss.

Public Notice, Airport Master Lease Agreement

I, Diane Caloud, being first duly sworn, on oath depose and say that Marshalltown Newspaper, Inc. is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshalltown, Iowa; that the "Times-Republican" is a daily newspaper of general circulation printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; that I am the Office Manager of said corporation and a full time employee of the said newspaper, and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for:

One

consecutive weeks on the days and dates as follows, to-wit:
May 16, 2009

Statutory fees for publishing said notice are:
18.90

Diane K Caloud

Sworn to before me and subscribed in my
presence by the said Diane Caloud this
Eighteenth day of May, 2009

Debra Hasselman

Debra Hasselman, Notary Public

Marshall County, Iowa

Commission No. 738730

Commission Expires January 24, 2012

Account No. and Account Name
L02000 City of Marshalltown



PUBLIC NOTICE

Public Notice is hereby given that there is now on file in the office of the Clerk of the City of Marshalltown, Iowa, an Ordinance wherein it is proposed that the City of Marshalltown, Iowa shall enter into an Airport Master Lease Agreement with Marshalltown Aviation, Inc. for airport operation for fifteen years. The area to be used to the Marshalltown Municipal Airport includes the following parcels.

0702100004,	0702301005,
0702100007,	0702351001,
0702326001,	0702400002,
0702376001,	0702400003,
0702400005,	0702400006,
0703200005,	

The legal description of the parcels and the lease agreement is available for public review at the city clerk's office.

Final action on the lease agreement will be taken at a meeting of the City Council, Council to be held in the City Council Chambers, City Hall, 24 North Center Street, on May 26, 2009, at 12:00 PM local time, at which time and the place hearing will be had on objections and any other comments filed with the City Clerk in writing or made orally, or in written form at said meeting in open council, regarding the vacation and to final action will be taken thereon.

This notice is given as required by Section 364.7, Code of Iowa.

Dated at Marshalltown, this 14th day of May, 2009

Shari L. Coughenour, City Clerk
Marshalltown, Iowa 50158

---006180---

Patrick W. Brooks
Of counsel
Curtis A. Ward
a Partnership

BROOKS, WARD & ROBERTSON
ATTORNEYS AT LAW

Telephone
(641) 752-6413

6 West Main Street

James D. Robertson,
a Sole Practitioner
(641) 753-3324

P. O. BOX 908
MARSHALLTOWN, IOWA 50158

Fax
(641) 752-8959

September 2, 2004

City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158

RE: Title Opinion to Airport Property

Dear Sirs:

38.96 0702100004 0702376001 38'
4.6 0702100007 ~~0702376901~~
32.74 0702301005 0702400002 16'
40 0702326001 0702400003 38'
37.07 0702351001 0702400006 29'
0703200005 14' 41"

This opinion of title is to real estate owned by The City of Marshalltown, Iowa.
This is to certify that I have examined the documents of title to the following described parcel/real estate to-wit:

PARCEL NO. 1

Asphalt Runway
07-02-301-005

The North Half of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, except commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 2, thence East 333 feet, thence North 869 feet, thence West 333 feet, thence South 869 feet to beginning.

32.74 acres

PARCEL NO. 2

The South Half of the Southwest Quarter of Section 2; and beginning at the Southwest Corner of the Southeast Quarter of said Section 2, thence East on the South line of same to a point 5 and 5/7 rods East of the Southeast Corner of the Southwest Quarter of the Southeast Quarter, thence North 112 rods to a point 48 rods South of the East and West half section line, thence West 85 5/7 rods to the intersection of the North and South half section line thence South along said half section line to beginning, all being in Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

PARCEL NO. 3

Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Fractional Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence N89°46'E, 1315.6 feet along the North line of said Southwest Quarter of the Northwest Fractional Quarter, thence South 836.7 feet along the West line of the Southeast Quarter of the Northwest Fractional Quarter to point of beginning, thence S53°00'E, 789.2 feet to a point on the South line of the Northwest Fractional Quarter, thence West 630.3 feet along the said South line of the Northwest Fractional Quarter to the Southwest Corner of the Southeast Quarter of the Northwest Fractional Quarter, thence North 475.0 feet along the West line of the Southeast Quarter of the Northwest Fractional Quarter to point of beginning, being a tract of land lying in the Southwest corner of the Southeast Quarter of the Northwest Fractional Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, containing 3.44 acres of land more or less.

PARCEL NO. 4

Beginning at the Southwest Corner of the Southeast Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence N0°09'W, 1837.8 feet along the West line of said Southeast Quarter of Section 2, to point of beginning; thence continuing N0°09'W, 276.3 feet along the West line of the said Southeast Quarter, thence S53°00'E, 459.2 feet, thence West along the property line 366.0 feet to point of beginning, being a tract of land lying in the Southwest Corner of the North 24 acres of the Northwest Quarter of the Southeast Quarter of said Section 2, and containing 1.16 acres more or less.

PARCEL NO. 13

07-03-200-005
AIRPORT RUNWAY 14.52 acres

Commencing at the Northeast Corner of the Southeast Quarter of the Northeast Fractional Quarter of Section 3 in Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, and point of beginning, thence South 0°03'00" West 1064.25 feet along the East line of said Section 3, thence North 52°57'18" West 1064.05 feet, thence North 37°02'42" East 850.00 feet, thence South 52°57'18" East 423.64 feet to point of beginning, being a part of the Southeast Quarter of the Northeast Fractional Quarter and part of the Northeast Quarter of the Northeast Fractional Quarter of said Section 3.

384.18

As of Sept 2, 2004 I find fee simple title to the above described real property to be in the City of Marshalltown, Iowa, subject to the following:

1. Parcel #2: At Entry No. 59 of the continued abstract is shown a limited

easement granted by the City of Marshalltown to Jasper County Water Association, d/b/a Central Iowa Water Association. The easement is solely for the general purposes of construction and maintenance of a water pipeline over and across the real estate described in the limited easement, a copy of which is attached hereto. See Entry No. 59 attached.

2. Parcel #13 at Entry No. 47 of the continued abstract is shown a limited easement granted by the City of Marshalltown to Central Iowa Water Association. This easement is solely for the general purpose for construction and maintenance of a water pipeline over and across the real estate described in the limited easement, a copy of which is attached hereto. See Entry No. 47 attached.

3. The real estate described above is free and clear of any reversionary interest, lien, easement, lease, or other encumbrance that would create undue risk that might deprive the City of Marshalltown of control or possession, or constitute an interference with its use of the real estate described above for airport purposes, or make it impossible for the City of Marshalltown to carry out the obligations and covenants it might make under any FAA grant agreement. The only limitations affecting the property are as set forth above.

4. In addition to the above described real property the city of Marshalltown, Iowa, also holds aviation easements over the following described real estate to-wit:

PARCEL NO. 5

Commencing at the Southeast Corner of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence N89° 57'W, 33.4 feet along the South line of the Southeast Quarter of Section 2, to point of beginning; thence N80° 57'W along the South line of the Southeast Quarter of Section 2, 1193.3 feet, thence N0° 17'E, 981.0 feet along the West property line, thence S57° 00'E, 162.8 feet, thence S50° 08'E, 1379.2 feet to place of beginning.

PARCEL NO. 7

The Northeast Quarter of Section 11, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, excepting a tract of land lying in the Northeast Corner of the Northeast Quarter of the Northeast Quarter of Section 11, described as follows: Beginning at the Northeast Corner of Section 11, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence N89° 41'W, 227.8 feet, thence South 0° 47'E, 219.5 feet, thence S89° 19'E 224.8 feet, thence North along the East line of Section 11, 224.8 feet to point of beginning.

PARCEL NO. 8

Beginning at the Northeast Corner of Section 11, Township 84 North, Range 18 West, thence North $89^{\circ} 41'$ West, 227.8 feet, thence South $0^{\circ}, 47'$ East, 219.5 feet, thence South $89^{\circ} 19'$ East, 224.8 feet, thence North along the East line of Section 11, Township 84 North, Range 18 West, to place of beginning.

PARCEL NO. 9

The North Half of the Northwest Quarter of Section 11, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

PARCEL NO. 10

The East Fractional Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 3, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa

PARCEL NO. 11

Commencing at the Southwest Corner of the Northwest Quarter of the Northwest Fractional Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence $N89^{\circ} 46'E$, 608.9 feet, along the South line of the North Half of the Northwest Fractional Quarter of Section 2, to place of beginning, thence $N17^{\circ} 32'E$, 661.7 feet, thence $S86^{\circ} 30'E$, 450.0 feet, thence $S10^{\circ} 32'E$, 610.6 feet, to a point on the South line of the North half of the Northwest Fractional Quarter, thence $S89^{\circ} 46'W$, 760.1 feet, to point of beginning.

PARCEL NO. 12

Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Fractional Quarter of Section 2, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa, thence $N89^{\circ} 46'E$, 1315.6 feet, along the North line of said Southwest Quarter of the Northwest Fractional Quarter to point of beginning; thence $N89^{\circ} 46'E$, 53.4 feet, along the North line of the Southeast Quarter of the Northwest Fractional Quarter, thence $S10^{\circ} 32'E$, 420.17 feet, thence $S3^{\circ} 30'W$, 499.9 feet, thence $N53^{\circ} 00'W$, 124.8 feet, thence North along the West line of the Southeast Quarter of the Northwest Fractional Quarter, 836.7 feet to the point of beginning.

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION
2; AND BEGINNING AT THE SOUTHWEST CORNER OF THE
SOUTHEAST QUARTER OF SAID SECTION 2, THENCE EAST ON
THE SOUTH LINE OF SAME TO A POINT 5 AND 5/7 RODS
EAST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER
OF THE SOUTHEAST QUARTER, THENCE NORTH 112 RODS TO A
POINT 48 RODS SOUTH OF THE EAST AND WEST HALF SECTION
LINE, THENCE WEST 85 AND 5/7 RODS TO THE INTERSECTION
OF THE NORTH AND SOUTH HALF SECTION LINE THENCE SOUTH
ALONG SAID HALF SECTION LINE TO BEGINNING, ALL BEING
IN TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P. M.,
MARSHALL COUNTY, IOWA, FROM JUNE 15, 1978 AT 8:00 A. M.

NUMBER 59

CITY OF MARSHALLTOWN, IOWA,
BY STANLEY E. BROWN, MAYOR,
BY MARY SKARTVEDT, CITY CLERK,
BY AUTHORITY OF ITS CITY COUNCIL,
AS THEIR VOLUNTARY ACT AND DEED AND THE
VOLUNTARY ACT AND DEED OF THE CORPORATION,
BY IT VOLUNTARILY EXECUTED

LIMITED EASEMENT
FILED April 16, 1986
DATED March 25, 1986
CONS. \$--(Less than \$500
NOTARY PUBLIC
MICRO-FILE 4758-1985-6

TO

JASPER COUNTY WATER ASSOCIATION
D/B/A CENTRAL IOWA WATER ASSOCIATION

Parcel #2

RE: THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 84 NORTH,
RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, AND BEGINNING AT
THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 2, THENCE
EAST ON THE SOUTH OF SAME TO A POINT 5 5/7 RODS EAST OF THE SOUTHEAST
CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH
112 RODS TO A POINT 48 RODS SOUTH OF THE EAST AND WEST HALF SECTION LINE
THENCE WEST 85 5/7 RODS TO THE INTERSECTION OF THE NORTH AND SOUTH HALF
SECTION LINE, THENCE SOUTH ALONG THE HALF SECTION LINE TO BEGINNING,
SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.

"... hereby grants, sells, transfers and conveys to Jasper County Water Association d/b/a Central Iowa Water Association (the "Association"), its successors and assigns, an affirmative and perpetual easement in, to and running with the real estate described above, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of Owners, LIMITED AS FOLLOWS:

1. This easement is solely for the general purposes of construction and laying and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing water pipeline and any necessary appurtenances thereto over, across and through the real estate described above; and

2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, then this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of 30 feet, the centerline of which shall be the water pipeline and any necessary appurtenances thereto.

... Where practicable, said pipeline shall be placed within 15 feet from and adjacent to existing road rights-of-way; provided, however, that grantee may deviate from said course to avoid natural and/or man-made barriers or obstructions."

City Seal and Corporate Acknowledgment Attached.

* * * * *

NUMBER 47

FILED DECEMBER 7, 1995
MICRO-FILE #9603212

Parcel #13
↓
LIMITED EASEMENT

NO.: 362-84-18-3-B

A parcel described as commencing at the NE corner of the SE ¼ of the NE frac. ¼, section 3, township 84 north, range 18 west of the 5th P.M., Marshall County, Iowa, and point of beginning, thence S 0 03' 00" W 1064.25' along the E line of said section 3, thence N 52 57' 18" W 1064.05', thence N 37 02' 42" E 850', thence S 52 57' 16" E 423.64' to the point of beginning.

The undersigned record owner(s) of equitable interests in the real estate shown above or attached, for good and valuable consideration, hereby convey(s) to CENTRAL IOWA WATER ASSOCIATION, ("Association"), its successors or assigns, a perpetual easement in, to, and running with such real estate,--together with a general perpetual right of ingress and egress upon such real estate and any adjacent lands of owner(s) for meter reading, pipeline maintenance, or other reasonable Association purposes. By this instrument, the Association may construct, lay, own, use, operate, inspect, maintain, repair, replace or remove waterlines and any necessary appurtenances thereto, under and through such real estate. Once the waterlines and appurtenances are completely installed and operating, then this easement (except the general rights of ingress and egress) shall reduce in scope to a width of thirty feet, the centerline of which will be the waterlines and appurtenances. The Association shall comply with all Federal, State, and local governmental requirements and verbal requests of any owner or agent of any owner prior to initial construction relating to airport operation. The Association will fix any damage it causes to fences or tile lines. The Association will pay for crop damages it may cause due to the installation, repair or maintenance of its property. Owner(s) promise to immediately inform each (if any) tenant relative to this easement and will protect the Association from any claims of a tenant. Each owner signing below represents that he, she or it has an equitable interest of record in the real estate and authority to grant these easement interests. This instrument shall be deemed dated and in full force and effect as of the first date shown on the acknowledgment(s) below. If there's any technical deficiency in this instrument or the way it was signed, then this document shall nonetheless be a perpetual easement as to all interests in the real estate held by the undersigned and a perpetual license running with the land given by the undersigned on behalf of all owners of record and occupants to the Association, its successors or assigns, for such purposes.

Association agrees to restore, reseed, and maintain all areas disturbed by this construction to original conditions as nearly as possible, including initial installation.

Association shall relocate at no cost to owner said water main lines and appurtenances upon request if said main lines conflict with future airport facility improvements.

MARSHALL COUNTY ABSTRACT CO.

Association and its contractors shall notify the Airport Administration and receive approval to enter easement area prior to all construction and maintenance activities.

MARSHALLTOWN, CITY OF

(By:) T.R. THOMPSON, JR.

T.R. Thompson, Jr.

Mayor

Date: 11-15-95

SEAL

Attest MARY SKARTVEDT
Mary Skartvedt
City Clerk

Corporate acknowledgment before Notary Public attached.

* * * * *

NUMBER 48

FILED DECEMBER 19, 1995
MICRO-FILE #9603404

CERTIFICATE

STATE OF IOWA)
COUNTY OF MARSHALL)

I, Martha Grimes Isaacson, County Auditor of said County do hereby certify that as County Auditor I have in my possession and under my control, the official proceedings of the Marshall County Board of Supervisors; that I certify the foregoing papers to which this certificate is attached are true and correct extracts of records pertaining hereto.

a. Extract, Board of Supervisors Proceedings, Nov. 2, 1981 Regular Session, on the Resolution accepting Plat of the Airport Subdivision.

Dated at Marshalltown, Iowa this 2nd day of February, 1995.

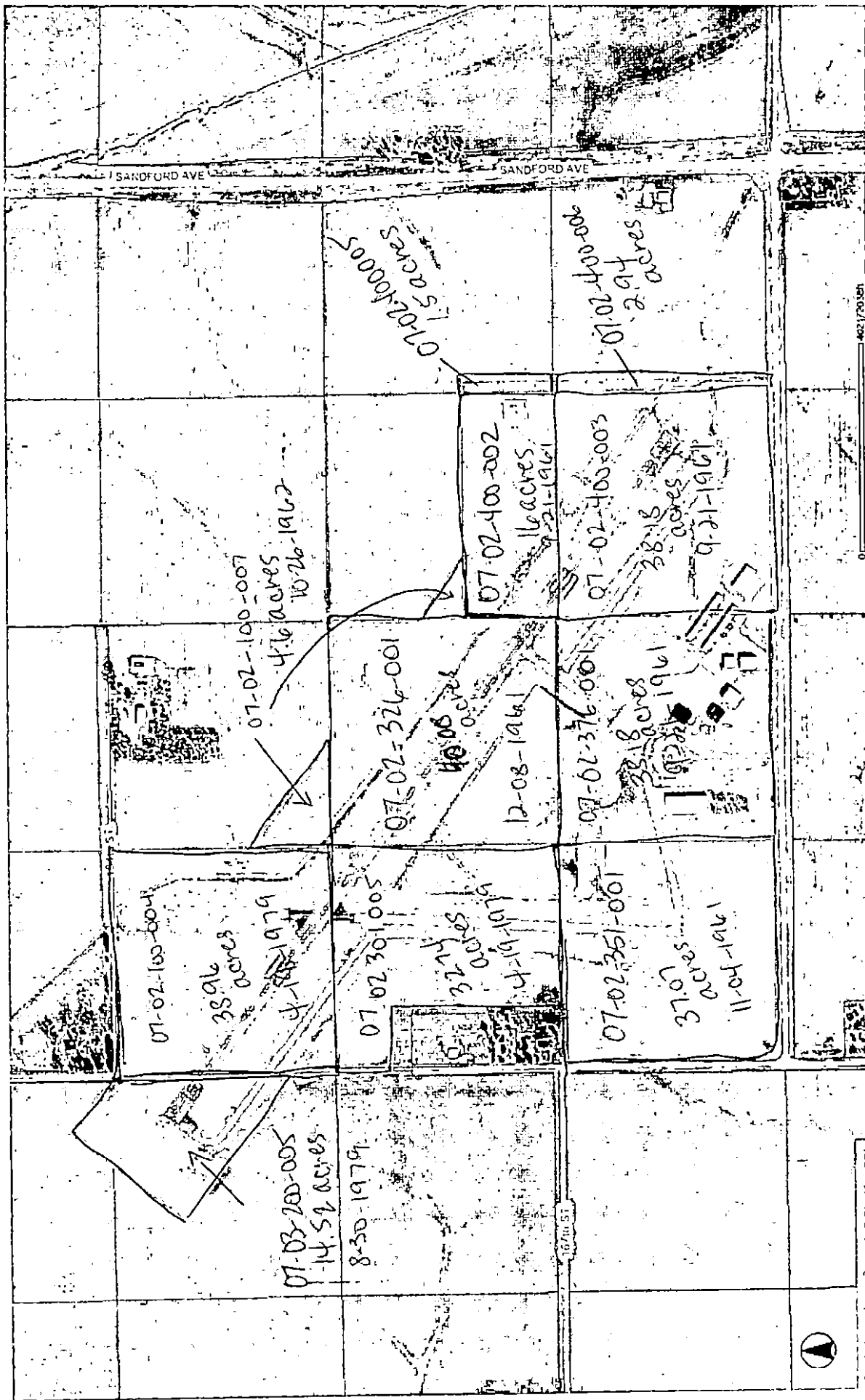
Signed MARTHA GRIMES ISAACSON
Martha Grimes Isaacson
SEAL Marshall County Auditor

BOARD OF SUPERVISORS PROCEEDINGS
REGULAR SESSION

November 2, 1981

The Board met in Regular Session on November 2, 1981 at 2:30 p.m. with all members present.

MARSHALL COUNTY ABSTRACT CO.



264.69 total acres



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

City Council
Marshalltown, IA

Dear Councilors,

The Façade Improvement Program and Code Building Upgrade Grant Program are an important source of incentives for building owners in the Central Business District to make improvements that contribute to the beauty, utilization, and vibrancy of the historic buildings that make up our downtown. The funding for these programs comes from the City of Marshalltown, and the grant program is administered by the Marshalltown Central Business District and the Incentive Grant committee. The past two years have seen substantial increases in utilization of this program as our downtown building owners continue to rebuild from disasters and our downtown landscape continues to evolve. In just the last two years, the incentive grant programs have provided \$154,000 to building owners for improvement projects and encouraged \$728,000 in total investment in our downtown. These investments ensure that our downtown stays beautiful and inviting while preserving the character that our community loves about our historic buildings.

The current funding available for grants stands at \$54,305. There are three project requests pending with immediate needs that would have a major impact on the revitalization of our downtown. For only the three projects summarized below, the total amount requested will be \$131,500. Based on current requests outstanding and anticipated participation in this program for the coming year, the MCBBD suggests that the City provide immediate additional funding for the incentive grant program of \$80,000 and additional funding of \$50,000 for the fiscal year beginning in July 2022. The hard work of rebuilding our downtown community depends on strong partnerships between public support and private investment, and these programs are an important part of that partnership. On behalf of the downtown community, thank you for your continued support of downtown Marshalltown.

Willard's Building	Hopkins Building	Gildner's Building
North Façade \$12,500	North Façade \$12,500	South Façade \$12,500
East Façade \$8,500	South Façade \$8,500	City Code \$20,000
West Façade \$8,500	City Code \$20,000	
South Façade \$8,500		
City Code \$20,000		
- Total Amount \$58,000	- Total Amount \$41,000	- Total Amount \$32,500

Regards,

Nate McCormick
President
Marshalltown Central Business District

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: October 21, 2021
RE: MCBF Incentive Grant Funding

Policy Issue: Council is required to authorize all use of TIF

Recommendation: To initiate the process to utilize TIF for the Incentive Grant

Background: The City has worked with the MCBF for many years to provide funding for façade improvements and code compliance. The MCBF accepts the applications and administers the program, with the City Council authorizing the grants and the City ultimately making the payments.

The MCBF has two requests this year. The first is to allocate an additional \$80,000 to their current fund balance to ensure funds are available to address 3 large applications in the very near future. The fund balance in the Downtown TIF is \$86,000, so this can be achieved with cash on-hand. The Council would need to approve a resolution for this allocation. No public hearing is required for this action since the funds already exist. I would recommend having that resolution on the November 8th meeting.

The request for fiscal year 2023 of \$50,000 is recommended to be funded incremental taxes off of the entire Downtown TIF district. To use TIF, the City Council must set a public hearing on a development agreement for the use of the funds and then hold the public hearing. These things need to be accomplished before December 1st, or by the last Council meeting in November. The proposed schedule is to set the public hearing at the November 8th meeting and hold the public hearing at the November 22nd meeting.

Budget Impact: \$50,000 in incremental taxes

Attachment: None

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin





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

City Council
Marshalltown, IA

Dear Councilors,

As we continue the rebuilding and restoration of our historic downtown, the Marshalltown Central Business District has been working diligently with our volunteers, downtown business and building owners, local organizations, and partners at the City to achieve our collective vision. Together, we are creating a downtown community that will be the vibrant, welcoming, and beautiful heart of our diverse community. In 2021, the MCBBD has been able to return to our full events calendar while bring several new events to our downtown, including the Storybook Walk and Haunt the Block. We have also supported record levels of planning and applications for grants in support of façade revitalization and downtown building improvement projects. The level of new investment in downtown continues to grow, and we are excited to be a crucial part in maintaining and growing that momentum. We remain committed to the Downtown Master Plan and to helping our downtown building and business owners to not just recover, but to grow in the years to come. The MCBBD has been a partner with the City of Marshalltown and the downtown community for over 19 years and will continue to work with all stakeholders to drive the vision of our downtown community forward as we work toward implementation of our Master Plan.

The scope of work necessary to continue the restoration of downtown requires significant additional support and investment, both public and private. With that in mind, we would like to request an increase in the City's annual contribution to the MCBBD of \$5,000 for a total of \$40,000 for the fiscal year beginning in July 2022. This increase will provide additional support for events, staff, and new programs that are needed to continue to support the downtown as we continue our recovery and work toward the vision in our Downtown Master Plan. We appreciate your consideration, and if you have any questions please feel free to contact our office or myself for more information. Thank you for your continued support of the Marshalltown Central Business District.

Regards,

Nate McCormick
President
Marshalltown Central Business District

MARSHALLTOWN

— I O W A —

City Administrator's Office

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

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: October 21, 2021
RE: MCBBD Operational Support

Policy Issue: Council is required to authorize all use of TIF

Recommendation: To initiate the process to utilize TIF for MCBBD Operational support

Background: The City is required to provide operational support to the Marshalltown Central Business District (MCBD) in order for the organization to be an accredited Main Street organization. This support has been in the low \$30,000 range over the past years. Annually the group comes forward and requests funding for the next year, in order to align with the City's requirements for certifying incremental taxes to the County by December 1st of each year.

This year the MCBD is requesting \$40,000, which is a justifiable request. The MCBD Executive Director is going to be a significant partner of the City in communicating with owners and businesses about the impacts of the construction resulting from the Downtown Implementation Plan. As of now this is State Street for 2022 and 2023, with possible other projects coming forward depending on the status of grant applications.

The past operational support has come from incremental taxes off of the entire Downtown TIF district. To use TIF, the City Council must set a public hearing on a development agreement for the use of the funds and then hold the public hearing. These things need to be accomplished before December 1st, or by the last Council meeting in November. The proposed schedule is to set the public hearing at the November 8th meeting and hold the public hearing at the November 22nd meeting.

Budget Impact: \$40,000 in incremental taxes

Attachment: None

City Council

Michael Gowdy, Al Hoop, Gabriel Isom
Mike Ladehoff, Bill Martin, Gary Thompson, Bethany Wirin





October 20, 2021

CGA Consultants
16 E Main Street
Marshalltown, IA 50158
Attn Josh and Garrett

Subject: Summary of COR 7

This letter is written to help explain the delays incurred on the Marshalltown Hanger Project. These delays will create the need for a time extension. We are also seeking reimbursement for additional General Requirement cost due to these delays. These delays are due to circumstances beyond our control, including: COVID19, raw material shortages, material delays, supply issues and transportation shortages. We, as the general contractor, are not responsible for: pandemics, unusual delays and shortages, raw material shortages, transportation issues, or other circumstances out of our control. We are doing our best to minimize the time delay and additional cost that these delays are causing.

Below is a breakdown of the more severe items:

PEMB typically have 8 to 12 week lead times. Current lead times are 48 weeks. We have never seen lead times beyond 18 weeks in our 50 years of business. PEMB was ordered 9-28-20 and wall panel color selection was approved 3-25-21- that information was forwarded on immediately. PEMB arrived on site 10-13-21.

PEMB Insulation typically has a 2-week lead time. Insulation is now on allocation- nationwide. Currently, suppliers will not give us lead times, but recent orders have been 16 weeks. PO was sent on 1-8-21. Insulation can't be released until they receive final drawings from PEMB supplier. We were not made aware of the insulation shortage until a few weeks before we were to take delivery. After allocation started, we were told originally to expect the insulation the beginning of December. We received it the beginning of October.

PEX in floor heat tube is typically on the shelf and can be picked up anytime. This product became unavailable- without warning. With help from the design team, a nation-wide search was performed, and we found the material through a supply house on the east coast which we had to have transported to site. This was delivered to S&S on 9-3-21, at a higher cost than originally bid.

Steels studs, doors, rebar, trench drains and other items have had delivery days and have had severe price increases that we have been absorbing the cost.

Below is how our General Requirements are figured for this 13 week delay.

Project manager- 20 hours a week for 13 weeks at \$85 = \$22,110.00

Superintendent- 40 hours a week for 13 weeks at \$75 = \$39,000.00

Administration- \$750 week = \$9,750

Job trailer and temp toilet- \$145 week = \$1,885

Total = \$72,745

This job will now have winter heat cost that were not needed prior to these delays. We anticipate running 2 heaters, several fans and fuel cost. This will be a cost that needs to be discussed.

As always, we strive to meet project deadlines but due to circumstances beyond our control, we will need a time extension for this project. In effort to satisfy our customer, we have greatly reduced our general requirement cost. We feel very strongly that COR 7 is not only valid but also very fair.

Sincerely,

Doug Mertens

Troy Pins

Garling Construction
1120 11th Street
Belle Plaine, Iowa 52208
Phone: 319-444-3409

COR007 - Schedule Adjustment due to raw material shortages/delays, etc. Moving Substantial Completion from 10/29/31 to 1/28/22 AS OF: 10/18/2021

Job# 54138

PHASE	DESCRIPTION	QT	Unit	Unit Cost	QT	Unit	Unit Cost	EQUIP	MATERIAL	LABOR		SUB	OTHER	TOTALS	
										HRS	\$				
010-050	Supervisor-Admin								0.00	174.00	13,050.00			13,050.00	
010-020	PM-Admin								0.00	132.00	11,220.00			11,220.00	
	PHASE TOTAL														24,270.00
	JOB TOTAL							0.00	0.00	306.00	24,270.00	0.00	0.00		24,270.00

NET CHANGE

24,270.00

Sub Mark up 10%

0.00

Mark up 15% on self performed

3,640.50

Subtotal Change

27,910.50

MARSHALLTOWN

I O W A

CITY CLERK'S OFFICE

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

October 18, 2021

To: Mayor Joel Greer & Members of the City Council
From: Alicia Hunter, City Clerk
Re: Chapter 113 Permits

Policy Issue: Goal 3 / Objective 1 of the Strategic Plan: Review City-issued licenses and permits for necessity.

Recommendation: To repeal section 113.001 Amusement Parks, 113.003 Shows or Exhibitions, 113.004 Theatrical Exhibitions, 113.005 Theaters, and all Boxing Wrestling and Martial Arts code sections 113.020, 113.021, 113.022.

Background:

Chapter 113 – General Provisions: Permits were established for Amusements Parks, Circuses or Menageries, Shows or Exhibitions, Theatrical Exhibitions, Theaters, and Carnivals in the 1950s. Currently, the Fire Marshal issues Assembly permits for establishments offering entertainments. The only applicable permits are for Circuses or Menageries and Carnivals. Staff recommend maintaining these two permits under the current fee schedule of circuses \$200 first day/\$100 additional days and carnivals \$100 first day/\$50 additional days; and also adding the application process and insurance requirements to the code. Staff further recommend repealing sections 113.001, 113.003, 113.004, 113.005 for the permits that are no longer applicable.

Chapter 113 – Boxing, Wrestling and Martial Arts: The City code requires any professional wrestling, boxing, martial arts or combination thereof exhibition to obtain a city issued permit. The application process requires a written program of the exhibition to include birth dates of all match participants. The cost of the permit is \$8 per bout, which averages \$64 per permit. It also requires the hire of off-duty police officers to work the event.

I have consulted with the Athletic Commissioner from the Iowa Division of Labor and all competitive events in the State of Iowa are now regulated and must be sanctioned. All participants are registered with the Iowa Division of Labor and their age is verified. Event promoters are required to hire security to include police officers and they also provide emergency medical services. Our police department holds the right to require as many police officers necessary for these events.

CITY COUNCIL

Michael Gowdy, Al Hoop, Gabriel Isom, Mike Ladehoff,
Bill Martin, Gary Thompson, Bethany Wirin



Event promoters have advised Marshalltown is the only place they have been required to obtain additional licensing outside of the state requirements. With the State sanctioning of these events, it is staff recommendation to repeal code sections 113.020, 113.021, and 113.022.

Budget Impact: There would be a savings of staff time for the Boxing, Wrestling and Martial Arts permit with a minor revenue reduction of approximately \$250-350 per year from the permit fee. The other repealed permits are not applicable.

Attachment: Chapter 113 Code of Ordinances
Iowa Athletic Commission Promotor Responsibilities Manual

CITY COUNCIL

Michael Gowdy, Al Hoop, Gabriel Isom, Mike Ladehoff,
Bill Martin, Gary Thompson, Bethany Wirin



CHAPTER 113: AMUSEMENTS AND RECREATION

Section

General Provisions

- 113.001 Amusement parks
- 113.002 Circuses or menageries
- 113.003 Shows or exhibitions
- 113.004 Theatrical exhibitions
- 113.005 Theaters
- 113.006 Carnivals

Boxing, Wrestling and Martial Arts

- 113.020 Permit required
- 113.021 Prohibited unless promoter has permit
- 113.022 Application; permit issuance; conditions; police protection

GENERAL PROVISIONS

§ 113.001 AMUSEMENT PARKS.

(A) Every person operating or maintaining any place, building or grounds, commonly called "amusement parks", wherein or whereon skating rinks, swimming pools and other similar or like amusements are offered or extended to the public may, in lieu of a separate license therefor, pay an annual license fee determined by Council resolution, payable in advance.

(B) The license provided in this section shall not extend to or include within the same place, buildings or grounds the license for any circus, show, exhibition, theatrical exhibitions, combination of shows or exhibitions, commonly called carnivals, which are made subject to a license by this subchapter.

(2013 Code, § 17-18) (Ord. 35, passed 8-14-1950)

§ 113.002 CIRCUSES OR MENAGERIES.

Council shall determine the license fee by resolution for circuses or menageries. Any sideshows operated independently of the main circus or menagerie by separate management shall also have a daily license fee.

(2013 Code, § 17-19) (Ord. 35, passed 8-14-1950)

§ 113.003 SHOWS OR EXHIBITIONS.

The license for shows or exhibitions of any kind under canvas, other than circuses, menageries or theatrical exhibitions shall be determined by Council resolution.

(2013 Code, § 17-20) (Ord. 35, passed 8-14-1950)

§ 113.004 THEATRICAL EXHIBITIONS.

The license for theatrical exhibitions of any kind in any tent, building or other place, not a regularly licensed theater or public auditorium shall be determined by Council resolution.

(2013 Code, § 17-21) (Ord. 35, passed 8-14-1950)

§ 113.005 THEATERS.

No person shall operate or maintain a theater in the city without first paying for and securing a license to do so.

(2013 Code, § 17-22) (Ord. 35, passed 8-14-1950) Penalty, see §10.999

§ 113.006 CARNIVALS.

Any combination of shows or exhibitions under one management, commonly known as a "carnival", may, in lieu of separate licenses for each show or exhibition, pay a daily fee as determined by Council.

(2013 Code, § 17-23) (Ord. 35, passed 8-14-1950)

BOXING, WRESTLING AND MARTIAL ARTS

§ 113.020 PERMIT REQUIRED.

It shall be unlawful for any person, corporation or legal entity, directly or indirectly, to stage, manage, promote or put on any professional wrestling, boxing, martial arts or combination thereof exhibition, contest or show, without first making application therefor and obtaining a permit, as provided in this subchapter.

(2013 Code, § 17-101) (Ord. 14580, passed 2-9-1998) Penalty, see §10.999

§ 113.021 PROHIBITED UNLESS PROMOTER HAS PERMIT.

It shall be unlawful for any person to participate in any professional wrestling, boxing, martial arts or combination thereof contest, exhibition or show unless the promoter, manager or operator of the contest, exhibition or show shall have first received the permit provided for in this subchapter, and unless the person is at least 18 years of age.

(2013 Code, § 17-102) (Ord. 14580, passed 2-9-1998) Penalty, see §10.999

§ 113.022 APPLICATION; PERMIT ISSUANCE; CONDITIONS; POLICE PROTECTION.

(A) Any person, corporation or legal entity desiring to promote, manage or stage any professional boxing, wrestling, martial arts or combination thereof match, contest or show shall first make application therefor to the Mayor or City Administrator for a permit and shall submit to the Mayor or City Administrator a written program of the proposed exhibition, contest or show, including the dates of birth of all match participants. If the Mayor or City Administrator is satisfied that the application is in good faith and the Mayor or City Administrator reasonably believes the proposed contest, show or exhibition lawful, the Mayor or City Administrator shall issue a written permit therefore, upon the payment of a permit fee and any police officer fees, as provided in this section, and subject to any conditions, terms and rules that the Mayor or City Administrator reasonably believes are necessary to protect the health, safety and welfare of all those involved and the city which the Mayor or City Administrator makes applicable thereto in writing.

(B) No permit under this subchapter shall be issued to any applicant whose proposed professional exhibition, contest or show contains any match participant who will be less than 18 years of age at the time of any such match participant's match or bout.

(C) It shall be unlawful for any permit holder to cause or permit any violation of any condition, term or rule, which the permit was made subject to by the Mayor or City Administrator, and any such violation shall render the permit immediately null and void.

(D) The permit fee for any professional wrestling, boxing, martial arts or combination thereof contest, exhibition or show shall be determined by Council.

(E) The Chief of Police may require the presence of any number of city police officers at any of these events and, if so, the fee for each officer shall be at the current rate established by the city for the services of off-duty police officers and shall be paid by the permit applicant prior to the issuance of the permit. All such professional exhibitions, contests or shows shall be under the supervision of a police officer assigned to such duty or by some other qualified person appointed for such purpose by the Mayor or City Administrator.

(F) No permit holder shall assign, sell or allow others to use such permit or to conduct business thereunder.

(2013 Code, § 17-103) (Ord. 14580, passed 2-9-1998) Penalty, see §10.999

IOWA ATHLETIC COMMISSION

Promoter Responsibilities Manual

1. GENERAL REQUIREMENTS

The promoter shall: A. Ensure compliance with the rules of this chapter; B. Ensure that the referees are familiar with and enforce the rules; C. Be responsible for the conduct of all officials and participants; D. Answer to the commissioner for noncompliance; and E. Be available to the Commissioner throughout the event ...

The promoter is responsible for everything that happens at the event and the promoter or a fully-empowered designee shall be available to the Commission continuously throughout the course of the event.

All competitive events in the state of Iowa are now regulated and must be sanctioned.

With minor exceptions, Iowa has attempted to conform to the Unified Rules as expressed by the Association of Boxing Commissions (ABC). In cases where the Iowa Rules are silent on a subject, the ABC Guidelines are generally followed. Under IAC Rules and Policy, when a promoter seeks to hold an event, they have obligations that begin 60 days in advance. This Promoter Responsibility Manual outlines a promoter's obligations beginning 60 days in advance up through paying all outstanding taxes which can be as much as 20 days after the date of the event.

2. SIXTY DAYS IN ADVANCE

Event license 875—169.4(90A). A promoter shall hold a mixed martial arts match, professional boxing match, or wrestling match only if the commissioner of athletics (commissioner) has issued an applicable event license.

169.4(1) Application. At least seven days before the event, the promoter shall submit a completed application for a license on the form provided by the commissioner.

a. For a professional wrestling event, the application shall include each of the following:

(1) The promoter's name, address, telephone number and other contact information as requested by the commissioner;

(2) The event date, venue name, and venue address;

(3) A nonrefundable \$100 event license fee applicable to events held on or after May 1, 2014; and

(4) The promoter's signature.

b. For any other covered event, the application shall contain all of the following information:

(1) The date, time, type, and location of the event;

(2) The promoter's name, address, and contact information;

(3) One-half of the required event license fee set forth in subrule 169.4(2);

- (4) The name, address, weight, gender, and opponent of each contestant;
- (5) A copy of the medical license of the ringside physician;
- (6) The date, time, and location for the weighing of the contestants;
- (7) The name, contact information, and role of each proposed official;
- (8) Copies of the contracts with the contestants, the emergency medical services company, and the security Company;
- (9) The name and contact information for the certified law enforcement officer who will attend the event;
- (10) The date, time, and location of the ringside physician's examination of the contestants;
- (11) Certificates of insurance as required by sub-rules 169.5(17) and 169.5(18);
- (12) A bond in the sum of \$5,000, payable to the State of Iowa, conditioned upon the payment of the tax and penalties imposed by Iowa Code chapter 90A, unless the promoter has a current valid bond on file with the division;
- (13) The name and telephone number of the person designated to clean between rounds; and
- (14) Other relevant information requested by the commissioner on the form.

169.4(2) Event license fees applicable to events held on or after May 1, 2014. For events held on or after May 1, 2014, the nonrefundable event license fee shall be \$100 for a professional wrestling event and \$450 for all other covered events. A professional wrestling promoter shall submit the event license fee with the event license application at least 7 days prior to the event. For all other covered events, the promoter shall submit one-half of the event license fee with the advance notice of the event at least 60 days prior to the event, and one-half of the event license fee with the event license application at least 7 days prior to the event.

169.4(3) Issuance. The decision to issue an event license is solely within the discretion of the commissioner. The following factors will be considered by the commissioner when deciding whether to issue an event license:

- a. Date the promoter filed advance notice of event.
- b. The promoter's prior compliance with Iowa Code chapter 90A and applicable rules.
- c. Applications for conflicting events.
- d. Ability of the commissioner to provide staff.
- e. The promoter's history of canceling events.
- f. Anticipated tax revenue.
- g. Completeness of application package.
- h. Whether the event is indoors or outdoors.

169.4(4) Revocation. When the commissioner finds that failure to provide adequate security to maintain public safety imperatively requires emergency action, the commissioner may immediately suspend the event license, pending license revocation procedures pursuant to Iowa Code chapter 17A.

Promoters should keep their dates flexible until they have received confirmation of the sanctioning of their event.

3. THIRTY DAYS IN ADVANCE

Once the event is approved, the promoter is required to send in additional information 30 days out.

- a. **Advance Notice of Event Form 177.2(7).** Thirty days in advance of event, the promoter must provide notice of the location, date and time of the event, as well as the proposed officials, security and emergency services. This is done by filing a Notice of Event and

Approved Officials Form. Ideally, this form would be emailed to Pam Conner, but it can be faxed if necessary.

- b. **Officials must be appointed for IAC approval.** The promoter must provide the names and contact information of the following officials: physician, weigh-in official, 2 referees, 3 judges and timekeeper. The Advance Notice of Event and Approved Officials Form includes the approved officials. The IAC shall review the proposed officials and either approve or disapprove the choices. The officials approved should be the same officials who appear at the event unless the permission is granted to change the officials prior to the event.
- c. **Ringside Physician.** The physician must be a licensed practicing physician approved by the Commissioner. The IAC prefers physicians with experience in competitive combat sports and he or she must be an M.D. or a D.O., licensed to practice in Iowa or granted special permission. When the Notice of Event and Approved Officials Form is turned in, a copy of the physician's license should be attached. Once the physician is approved, the Commission shall send a letter to the physician which outlines the physician's responsibilities to the Commission. The IAC shall not sanction physicians who lack competency for this type of event.
- d. **Weigh-In Official 177.5(12).** The weigh-in must be conducted by an unbiased Weigh-In Official appointed by the promoter and approved by the Commissioner. It is recommended that the physician, a referee or a judge serve as the Weigh-In Official. It is not recommended for the promoter or matchmaker to serve as the official for a number of reasons. A promoter may request the IAC to perform the weigh-in for \$200 plus expenses based upon the availability. If a promoter desires the IAC to perform the weigh-in, he or she must indicate the same thirty days in advance. The IAC shall attend weigh-ins and oversee the process at its discretion. The promoter shall be held strictly responsible for any violations of the weigh-in processes.
- e. **Two Referees 177.4(2).** The promoter must retain the services of two qualified, unbiased and un-conflicted referees. The Commission prefers trained, professional referees as opposed to celebrity referees, buddies of the promoter, or moonlighting fighters. The referees are in charge of enforcing all of the rules. The referees shall follow the direction of the Commission and help where needed and they may be called upon to assist with checking hand-wraps and observing the taping of gloves. The referees shall ensure that the cage door is secured before any round of any fight begins and shall further ensure that only authorized persons enter the cage at any given time.
- f. **Three Judges.** The promoter must retain the services of three qualified, unbiased and un-conflicted judges. The Commission prefers professional judges as opposed to celebrity judges, buddies of the promoter, or moonlighting fighters. Judges should not drink alcohol or use other drugs immediately prior to or during the event.
- g. **Timekeeper 177.4(3).** The timekeeper shall keep an exact record of time for the IAC and officials. The timekeeper must be qualified, unbiased and un-conflicted. The timekeeper should give no signal or advantage to any contestant.
- h. **Emergency Medical Services 177.2(10).** An ambulance service must be continuously available at the event authorized at the EMT-B, EMT-I, EMT-P or paramedic specialist level.

An “ambulance service” is defined as having a certified EMT or paramedic and an ambulance capable of transport in an emergency. The ambulance service must have appropriate equipment available to deal with the possible injuries which might arise. When the Notice of Event Form is sent in 30 days in advance, it should be accompanied by a letter from the ambulance service which indicates (1) the name of the service, (2) the appropriate equipment which will be present at the event, and (3) the level of certification of the EMT/paramedic along with their certification number. Promoters may check the following site to find emergency personnel or to check if the EMT is certified at the EMT-B, EMT-I, EMT-P or paramedic level: <http://idph.state.ia.us/ems/> and click on “service list.” The ambulance service must be present continuously at the event.

- i. **Security 177.2(6).** The promoter must have a security service contracted as well as at least one public law enforcement officer.
- j. **Notice of Date.** If a promoter holds a date, they should ensure that the event is carried through. Promoters shall be held responsible for failing to carry through with a planned date. It is highly recommended that promoters not hold dates that they do not intend to carry through.
- k. **Variances.** The following types of events are generally disallowed. A waiver of rules or variance can be requested and shall be considered on a case by case basis.
 - i. **Outdoor Events.** Outdoor events shall not be sanctioned without prior approval. If a promoter is planning an outdoor event they must indicate the same on the Notice form and attach a letter requesting specific approval for the outdoor show. The letter should indicate that the promoter will have a cage with a canvass matt and the promoter must either have a tent over the cage, or a backup plan in case of inclement weather. A promoter should not assume that their outdoor show will be approved and should discuss this with the IAC when planning the event. If an outdoor show is approved, it may be shut down due to inclement weather or any factor which affects the condition of the cage or the fighters.
 - ii. **Tournaments.** Under Iowa rules, a fighter cannot fight twice in a five day period. This rule is interpreted to include elimination tournaments where a contestant may be required to fight more than one time during the course of an event. A waiver may be requested in the form of a letter which spells out the request.
 - iii. **Mixed Events.** Generally, unsanctioned amateur boxing or kickboxing shall not be allowed in a cage and therefore, generally, a mixed martial arts event shall not be sanctioned if the intent is to include unsanctioned amateur boxing or kickboxing in conjunction with the event. If a waiver is sought on this subject, it shall include a letter from a legitimate amateur sanctioning body which intends to oversee the amateur contests. USA Boxing is the only approved amateur boxing sanctioning body.

iv. Length of Event and Number of Fights. An event should generally last no more than 3.5 hours. Consequently, each fight card should have more than 13 fights without prior approval.

- i. Form of Variance Request.** Any request for variance should set forth in a written letter to the Commissioner. The letter should include the following details or sections: (1) the rule or policy for which a variance is sought; (2) the actual variance or outcome sought; (3) the reason the variance is needed. It should be attached to the Notice of Event form.

4. SEVEN DAYS IN ADVANCE

- a. Bond Iowa Code 90A.2 (3).** Seven days in advance of the event, the promoter must provide a bond pursuant to Iowa Code 90A.2 (3). The IAC recommends obtaining a bond earlier than 7 days in advance as sometimes delays can occur. If the bond is not in 7 days in advance, the event shall be canceled and no license granted.
- b. Insurance 169.5 (17)** Obtain from a company authorized to do business in the state of Iowa \$10,000 of health insurance coverage on each contestant to provide for medical, surgical and hospital care for injuries sustained and illnesses contracted during the event. If there is a deductible, it shall not exceed \$1,500. If the contestant pays for covered care, the insurance proceeds shall be paid to the contestant or the contestant's beneficiaries as reimbursement for payment. In the event of a claim, payment of the deductible shall be the sole responsibility of the promoter.
- c. Life Insurance 169.5 (18)** Obtain from a company authorized to do business in the state of Iowa no less than \$10,000 of life insurance coverage on each contestant to cover death caused by injuries sustained or illnesses contracted during the event.
- d. Final Changes to Approved Officials Form.** The promoter should make any changes to the Approved Officials Form, no later than 7 days in advance of the event and include any revised form with the license application. Significant deviations, such as a change in the ringside physician or referee should be discussed with the IAC.
- e. Fight Card/Contracts 177.2(9).** The promoter must turn in the fight card 7 days in advance which shall include the following information about each fighter: name, date of birth, Federal ID (if they have a license), pro or amateur status, and weight class. This fight card should be filled out as completely as possible. In addition, the fight card should indicate the number and length of rounds. Failure to turn in a fight card seven days in advance may result in the failure to obtain an event license. It is the responsibility of the promoter to know if any fighter is suspended or under the age of 18. Once the fight card is set, the promoter must obtain special permission from the IAC to change the card; substitutions may be allowed on a good cause basis. The closer it gets to weigh-in, the better the reason must be for substitution. The promoter shall certify that it has contracted with the fighters on the fight card, although the actual contract is not required until fight night.

- f. **Fair, Competitive Fights 177.2(7).** Only fair, competitive fights shall be sanctioned. Professionals should not be matched against amateurs. The promoter is responsible for checking for fair matches and explaining any matches which may raise questions.
- g. **Proof of Age.** No person under 18 shall compete in any MMA event. All fighters should be prepared to show date of birth identification, such as a driver's license or birth certificate, at the weigh-in or on the night of the event. A promoter who places any underage fighter on a fight card shall be held strictly responsible.
- h. **Registration of Event.** Promoters shall register their event with the ABC. Failure to do so shall result in the fights not being sanctioned under the ABC guidelines. This is important in part because Iowa does not currently license fighters. The only way to ensure that all fighters end up in the ABC database is to pre-register the event. It is also the only way for the promoter to ensure that fighters are not suspended. The cost for this is \$100. This is the web site you go to in order to pre-register.
<http://abc.mixedmartialarts.com/?fa=login.RequestCreds>
It is critical that when the promoter enters the matches, they are entered accurately. The promoter shall double-check to ensure that the names are spelled correctly and the correct date of birth is included.

5. WEIGH-IN AND PHYSICAL EXAMINATION (WITHIN 24 HOURS OF EVENT)

- a. **Weigh-In Rules 177.5(12).** The promoter must designate a Weigh-In Official who is qualified, unbiased and un-conflicted. The official shall record the exact weights of the fighters on the fight card designated by the Commission. This information shall include the fighter's name, weight class, pro or amateur status, as well as the date and time of the weigh-in. Fighters shall be weighed in on the same date and in the presence of one another. Fighters who do not make their contractual weight are in violation of their contract as well as the professionalism standards of the IAC. No fighter can be required to fight an opponent who does not make their contractual weight. There shall not be a weight difference of greater than 20 pounds in any case, except heavyweights. The IAC may choose to conduct the weigh-in at its discretion at the promoter's cost or observe the weigh-in at any time. Fighters who are late for or do not attend the weigh-in may be sanctioned in the discretion of the Commissioner, including being disallowed from fighting.
- b. **Physical Examination 177.5(3).** The physician shall perform a rigorous physical examination and disallow any fighter who is not in excellent health from fighting. The promoter should have copies of the physical form for the physician so that physicals may begin on time. Failure to timely attend the physical pursuant to the contract, may result in sanctions.

6. FIGHTER INFORMATION MEETING

- a. **Fighter Information Meeting.** It is mandatory for the promoter, referees and all fighters and chief seconds to attend the fighter information meeting. The promoter or designee shall take roll call and explain the event procedures and rules. Failure to attend or timely

attend the fighter information meeting may result in sanctions by the IAC. The promoter must provide a reasonable environment for the fighter meeting. Some venues are not suited for good fighter meetings because they are too noisy or do not have space for such a meeting. It is the promoter's responsibility to plan for this and to ensure a suitable space for the fighter meeting. Venues which have been proven inadequate shall be disallowed.

- b. **Fighter Contracts.** The promoter must use the IAC contract. The promoter must certify that he has contracts with each of the fighters on the fight card seven days in advance. On the night of the event, the promoter must turn over copies of all contracts to the Iowa Athletic Commission. Any and all additional terms of any contract must be attached to the contract or they shall not be enforced. Contracts must be filled out completely for both pros and amateurs. If the fighter or promoter does not comply with the contract, the Commission may take administrative action against either party following investigation. Fighters must certify that they are not suspended in any jurisdiction. The contract includes a listing of the approved officials at the time the contract is signed so all parties know the officials and have an opportunity to voice concerns about any alleged bias.
- c. **Blood Work 169.5(16)** Submit to the ringside physician no later than at the time of the physicals test results showing that each contestant scheduled for the event tested negative for the human immunodeficiency, hepatitis B, and hepatitis C viruses within the one-year period prior to the event. The contestant shall not participate and the physician shall notify the promoter that the contestant is prohibited from participating for medical reasons if any of the following occurs:
 - a. The promoter does not produce timely proof of testing;
 - b. The test results are positive;
 - c. The laboratory is not properly certified in accordance with the federal Clinical Laboratory Improvement Act;
 - d. The test was performed more than 12 months prior to the event; or
 - e. The test results are otherwise deficient.

7. EVENT

- a. **Cage Requirements See 177.3(1).**
- b. **Promoter Provides Gloves 177.2(5).** The promoter is required to supply uniform gloves to the fighters. It is an IAC rule and it is required by ABC. The promoter must ensure that there are enough gloves to avoid delays in the action and set up a gloving procedure to ensure the fighters receive their gloves in a timely fashion.
- c. **Referee Enforces Rules 177.4(2).** The referee must inspect the fighters to ensure that their gloves are signed by the Commission and ensure that they have personal protective equipment and no foreign substances on their body (other than small amounts of Vaseline on their face). Fighters should not put Vaseline on their body until they reach the cage at which time the referee will put it on them or observe their second apply it. See Rule 177.6(1).
- d. **Water Only in Corners.** Liquids other than water shall not be used in the corners once the fight begins.
- e. **Grooming.** Fingernails and toenails must be trimmed. Fighters must be reasonably groomed.

- f. **Professional Attire.** Fighters must have personal protective equipment (i.e. cup and mouth piece) and professional attire. No piercings or padding of any kind. Neoprene sleeve are allowed on knees ankles and elbows. Men may not wear shirts of any kind. Swim trunks or other non-professional equipment should be avoided.
- g. **Clean Up 177.2(11).** The promoter shall provide and maintain a container with a solution of ten parts water and one part bleach to clean blood between rounds or fights. The promoter shall designate at least one person other than the referee to be in charge of cleaning.
- h. **Professional Behavior 177.4(10).** Fighters, seconds and officials shall behave in a professional manner or suffer sanctions.
- i. **Locker Rooms.** The promoter is required to provide a suitable “locker room” space for changing and warming up. Only officials, fighters and their corner people are allowed in the locker room area. Families, girlfriends, children and friends are not allowed in order to maintain a professional environment.
- j. **Fouls 177.6(3). See Appendix A.**
- k. **Amateur Rules.** The ABC Amateur rules are: (1) 3 minute rounds, (2) no elbow or forearm strikes, (3) no knee strikes to head, and (4) dropping or slamming opponent to head at *any* time.
- l. **Injury 177.6(7).** If the referee believes a fighter to be injured, the referee should call timeout, stop the fight and summon the physician. If the injury was the result of a foul, the referee shall offer the fighter up to five minutes to recover. Only the referee may stop the fight. The referee, of course, is expected to listen to the advice of the ringside physician.
- m. **Forfeit of Purse.** A fighter who does not perform in good faith may be required to forfeit his/her purse at the discretion of the IAC.

8. POST-EVENT

- a. **Taxes Iowa Code 90A.9.** Five percent of the net receipts must be paid to Commission. The value of complimentary tickets in excess of five percent of the tickets sold shall be included in the gross admission receipts.
- b. **Enter Results on mixedmartialarts.com .** The Commission will confirm results once entered by the promoter.

APPENDIX A – FOULS

- 1) Butting with the head.
- 2) Eye gouging of any kind.
- 3) Biting.
- 4) Hair pulling.
- 5) Fishhooking.
- 6) Groin attacks of any kind.
- 7) Putting a finger into any orifice, cut, or laceration on an opponent.
- 8) Small joint manipulation.
- 9) **Striking to the spine or behind the ears. (Iowa does not follow the unified rules or the Mohawk rule. Iowa follows the “headphones” rule).**
- 10) **Striking using the point of the elbow. (Iowa does follow the unified rules that only 12 to 6 floor to ceiling elbows are violations).**
- 11) Throat strikes of any kind, including, without limitation, grabbing the trachea.
- 12) Clawing, pinching or twisting the flesh.
- 13) Grabbing the clavicle.
- 14) Kicking the head of a grounded opponent.
- 15) Kneeing the head of a grounded opponent.
- 16) Stomping a grounded opponent.
- 17) Striking the kidney.
- 18) **Dropping or slamming an opponent on an opponent’s head or neck. (Iowa follows the unified rules, including with regard to submission holds. Other than submission holds, no contestant shall attempt to drop or slam an opponent on the head or neck).**
- 19) Throwing an opponent out of the cage or fenced area.
- 20) Holding the shorts or gloves of an opponent.
- 21) Spitting at an opponent.
- 22) Engaging in any unsportsmanlike conduct that causes an injury to an opponent.
- 23) Holding the ropes of the fence.
- 24) Using abusive language in the cage or fenced area.
- 25) Attacking an opponent during a break.
- 26) Attacking an opponent who is under the care of the referee.
- 27) Attacking an opponent after the bell has sounded the end of the round.
- 28) Flagrantly disregarding the instructions of the referee.
- 29) Timidity, including, without limitation, avoiding contact with an opponent, intentionally or consistently dropping the mouthpiece or faking an injury.
- 30) Interference by a second.
- 31) Threatening or intentionally striking or injuring any person other than the contestant’s opponent.

The ABC Amateur rules are: (1) 3 minute rounds, (2) no elbow or forearm strikes, (3) no knee strikes to head, and (4) dropping or slamming opponent to head at *any* time.

**RESOLUTION CONFIRMING APPOINTMENT OF _____
AS MARSHALLTOWN PUBLIC WORKS DIRECTOR/CITY ENGINEER**

WHEREAS, the City Administrator of the City of Marshalltown has recommended _____ to serve as Public Works Director/City Engineer.

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

Section 1. The appointment of _____ as Public Works Director/City Engineer for the City of Marshalltown, Iowa, is hereby confirmed and ratified.

Section 2. This appointment is conditioned upon passing the required physical examination, background checks and signature on a memorandum reducing to writing salary and terms of employment.

Passed this 25th day of October, 2021, and signed this _____ day of October 2021.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk