

**CITY OF MARSHALLTOWN**  
**COUNCIL AGENDA**  
**CITY HALL COUNCIL CHAMBERS**  
**10 W STATE STREET**  
**NOVEMBER 14, 2022, 5:30 PM**

A. **CALL TO ORDER**

NOTICE TO THE PUBLIC: The Mayor and City Council welcome comments 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 limit the time used to present your remarks to 3 minutes or less in order for others to 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. **PLEDGE OF ALLEGIANCE**

C. **ROLL CALL**

Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker

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

E. **CONSENT AGENDA**

1. **APPROVE MINUTES 10/24/22 MEETING AND BILL LIST**  
**\$3,326,800.00**

Documents:

[2022-10-24 SIGNED Council Minutes.pdf](#)  
[2022-11-14\\_BILL LIST Summary.pdf](#)  
[2022-11-14\\_BILL LIST Detail.pdf](#)

2. **APPROVE LIQUOR LICENSE RENEWAL - EAST SIDE LIQUOR & GROCERY, 1116 E NEVADA ST (WITH OWNERSHIP UPDATE)**
3. **Receipt Of Building Permit Report, October 2022**

Documents:

[1022.pdf](#)

4. APPROVE AUGUST 2022 FINANCIAL STATEMENTS

Documents:

[August 2022 Financials Memo.pdf](#)  
[August 2022 Financial Statements.pdf](#)

5. RESOLUTION 2022-292 APPROVING A LEASE AGREEMENT WITH THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT FOR THE USE OF LAND AS A CITY PARK

Documents:

[2022-11-14\\_2022-292\\_Resolution Approving Arnold Park Lease.pdf](#)  
[2022-11-14\\_2022-292\\_Memo Arnold Park Lease.pdf](#)  
[2022-11-14\\_2022-292\\_Arnold Park Lease Agreement.pdf](#)  
[2022-11-14\\_2022-292\\_Resolution 1954-8648 Arnold Park Lease 5 yr.pdf](#)  
[2022-11-14\\_2022-292\\_Parks and Rec Master Plan Service Area.pdf](#)

6. RESOLUTION 2022-293 APPROVING LEASE BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND MARSHALLTOWN SOFTBALL ASSOCIATION, INC

Documents:

[2022-11-14\\_2022-293\\_Resolution Approving Lease Agreement Marshalltown Softball Association.pdf](#)  
[2022-11-14\\_2022-293\\_Lease Agreement MSA.pdf](#)

7. RESOLUTION 2022-294 AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX FOR STUMP REMOVAL AND ASH TREE REMOVAL FROM CITY PARKS AND RIGHT-OF-WAY

Documents:

[2022-11-14\\_2022-294\\_Resolution Approving LOST for Ash Tree and Stump Removal.pdf](#)  
[2022-11-14\\_2022-294\\_MEMO Stump and Ash Tree Removal 2022-2023.pdf](#)

8. RESOLUTION 2022-295 AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST ASSIGNMENT OF A TAX CERTIFICATE FOR 411 WEST LINN STREET, PARCEL 8418-35-105-006, HELD BY MARSHALL COUNTY

Documents:

[2022-11-14\\_2022-295\\_Resolution Requesting Tax Certificate 411 W Linn St.pdf](#)  
[2022-11-14\\_2022-295\\_Memo Tax Certificate 411 W Linn St.pdf](#)

9. RESOLUTION 2022-296 APPROVING THE PURCHASE OF 8 NORTH 5TH AVENUE

Documents:

2022-11-14\_2022-296\_Resolution Approving Purchase 8 N 5th Ave.pdf  
2022-11-14\_2022-296\_Memo Purchase 8 N 5th Ave.pdf  
2022-11-14\_2022-296\_Real Estate Purchase Agreement.pdf

10. RESOLUTION 2022-297 APPROVING THE PURCHASE OF PARCEL 8318-10-279-004 IN THE 2500 BLOCK OF SOUTH 6TH STREET

Documents:

2022-11-14\_2022-297\_Resolution Approving Purchase 2500 S 6th St.pdf  
2022-11-14\_2022-297\_Memo Purchase 2500 S 6th St.pdf  
2022-11-14\_2022-297\_Real Estate Purchase Agreement.pdf

11. RESOLUTION 2022-298 APPROVING A QUIT CLAIM DEED TO ESTABLISH CITY OWNERSHIP OF A VACATED ALLEY

Documents:

2022-11-14\_2022-298\_Resolution Approving Quit Claim Deed for Alley.pdf  
2022-11-14\_2022-298\_Memo QCD 918 S 11th Vacated Alley.pdf  
2022-11-14\_2022-298\_QCD - 918 S. 11th Avenue - Vacated Alley - City to City (SCL 11.8.22).pdf  
2022-11-14\_2022-298\_Ordinance 8523 Dated 07-28-1953.pdf  
2022-11-14\_2022-298\_Resolution 1953-8526 Providing Sale and Conveyance Vacated Alley 08-03-1953.pdf

12. RESOLUTION 2022-299 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE TO A PORTION OF VACATED BUT UNCONVEYED ALLEY TO 918 SOUTH 11TH AVENUE

Documents:

2022-11-14\_2022-299\_Resolution Setting PH to Convey Alley to 918 S 11th Ave.pdf  
2022-11-14\_2022-299\_Memo QCD 918 S 11th Vacated Alley.pdf  
2022-11-14\_2022-299\_Ordinance 8523 Dated 07-28-1953.pdf  
2022-11-14\_2022-299\_Resolution 1953-8526 Providing

13. RESOLUTION 2022-300 SETTING A PUBLIC HEARING FOR A MARSHALLTOWN COMMUNITY DEVELOPMENT AND HOUSING NEEDS ASSESSMENT AND REVIEW OF THE APPLICATION FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DERECHO DISASTER FUNDS

Documents:

[2022-11-14\\_2022-300\\_Resolution Setting PH CDBG Derecho Disaster Funds.pdf](#)  
[2022-11-14\\_2022-300\\_Memo PH for CDBG Derecho Disaster Funds.pdf](#)  
[2022-11-14\\_2022-300\\_Public Hearing Notice CDBG Derecho Disaster Funds.pdf](#)

14. RESOLUTION 2022-301 SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, INC., INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS FOR THE FACADE IMPROVEMENT PROGRAM

Documents:

[2022-11-14\\_2022-301\\_Set Date Dev Agmt AA \(Facade\) \(Marshalltown-50 2022\)-v1.pdf](#)  
[2022-11-14\\_2022-301\\_MCBD Facade Agreement \(Marshalltown 50 2022\)-v1.pdf](#)  
[2022-11-14\\_2022-301\\_Memo MCBD Facade Agreement.pdf](#)

15. RESOLUTION 2022-302 APPROVING AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO. FOR COMMERCIAL DEMOLITION PLAN AND SPECIFICATION PREPARATION AND OBSERVATION AND TESTING

Documents:

[2022-11-14\\_2022-302\\_Resolution WHKS Amendment 2 Commercial Demos.pdf](#)  
[2022-11-14\\_2022-302\\_Memo WHKS Amendment No. 2.pdf](#)  
[2022-11-14\\_2022-302\\_WHKS Amendment No. 2 Professional Services Agreement.pdf](#)

16. RESOLUTION 2022-303 APPROVING CONTRACT CHANGE ORDER #4 FOR THE EDGEWOOD EXTENSION PROJECT #STR19003, A DECREASE OF \$123,747.11

Documents:

[2022-11-14\\_2022-303\\_Resolution Approving CO4](#)



Edgewood Ext STR19003.pdf  
2022-11-14\_2022-303\_Memo - STR 19-003 Edgewood  
Change Order.pdf  
2022-11-14\_2022-303\_Plan Sheet 24 inch Watermain  
Culvert Crossing10.21.22.pdf  
2022-11-14\_2022-303\_CO4 Decrease Edgewood  
Extension.pdf  
2022-11-14\_2022-303\_Water Main Stored Material  
Invoices.pdf

17. RESOLUTION 2022-304 APPROVING THE FY22 ANNUAL URBAN  
RENEWAL REPORT FOR THE CITY OF MARSHALLTOWN

Documents:

2022-11-14\_2022-304\_Resolution Annual Urban Renewal  
Report FY22.pdf  
2022-11-14\_2022-304\_Memo Annual Urban Renewal  
Report for FY2022.pdf  
2022-11-14\_2022-304\_Annual Urban Renewal Report for  
Fiscal Year 2022.pdf  
2022-11-14\_2022-304\_TIF Cash Balances FY22 for  
Council.pdf

F. REPORTS

1. Tourism Update - John Hall, CEO, Marshalltown Area Chamber Of  
Commerce

Documents:

2022-11-14\_REPORTS\_Marshalltown Area Chamber of  
Commerce Tourism Update.pdf

G. RESOLUTIONS

1. RESOLUTION 2022-305 AWARDING GENERAL OBLIGATION  
CORPORATE PURPOSE BONDS, SERIES 2022A

Documents:

2022-11-14\_2022-305\_Sale Only GO CP LA Series 2022A  
(Marshalltown 51) 2022-v4.pdf  
2022-11-14\_2022-305\_Memo to award bonds for 2022A  
and 2022B.pdf

2. RESOLUTION 2022-306 AWARDING TAXABLE GENERAL  
OBLIGATION PROPERTY RESTORATION BONDS, SERIES 2022B

Documents:

2022-11-14\_2022-306\_Sale Only Taxable GO Prop  
Restoration Series 2022B (Marshalltown 51) 2022-v3.pdf  
2022-11-14\_2022-306\_Memo to award bonds for 2022A  
and 2022B.pdf

3. RESOLUTION 2022-307 APPROVING PROFESSIONAL SERVICES AGREEMENT FOR RENTAL HOUSING INSPECTION SERVICES WITH SAFE BUILDING, LLC

Documents:

[2022-11-14\\_2022-307\\_Resolution Agreement for Rental Inspection Services.pdf](#)  
[2022-11-14\\_2022-307\\_MEMO\\_Rental Inspection Program\\_Contract.pdf](#)

4. RESOLUTION 2022-308 APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR \$653,938 WITH BOLTON AND MENK FOR DESIGN SERVICES FOR THE RECONSTRUCTION OF EAST MAIN STREET AND PORTIONS OF CENTER STREET

Documents:

[2022-11-14\\_2022-308\\_Resolution Approving Bolton and Menk Agreement Reconstruction E Main.pdf](#)  
[2022-11-14\\_2022-308\\_Agreement for Professional Services-Main St Reconstruction.pdf](#)

5. RESOLUTION 2022-309 SETTING A DATE OF MEETING AT WHICH IT IS PROPOSED TO APPROVE A DEVELOPMENT AGREEMENT WITH MARSHALLTOWN COMPANY, INCLUDING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

Documents:

[2022-11-14\\_2022-309\\_Set Date Dev Agmt AA \(MC\) \(Marshalltown-46 2021\)-v3.pdf](#)  
[2022-11-14\\_2022-309\\_Memo Marshalltown Co Dev Agreement.pdf](#)  
[2022-03-28\\_2022-092\\_SIGNED Resolution of Intent \(Marshalltown Company\) \(Marshalltown 46 2022\)-v1.pdf](#)

H. **ORDINANCES**

1. ORDINANCE 15053 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 117 JUNK DEALERS AND PAWNBROKERS

2ND READING

Documents:

[2022-11-14\\_ORD 15053\\_Amend CH 117 Secondhand, Itinerant Dealer, Pawnbrokers.pdf](#)

2. ORDINANCE 15054 TO REPEAL CHAPTER 152: HOUSING CODE OF THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA AND TO ADOPT BY REFERENCE THE

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2021 INTERNATIONAL PROPERTY MAINTENANCE CODE WITH  
AMENDMENTS

- 1st Reading 11/14
- 2nd Reading 11/28
- 3rd Reading 12/12
- Proposed Effective Date 1/1/2023

Documents:

[2022-11-14\\_ORD 15054\\_CH 152 Housing Code  
Amendment.pdf](#)  
[2022-11-14\\_MEMO\\_15054\\_Housing Code Adoption.pdf](#)

I. **DISCUSSION**

1. DISCUSSION - MCBF Request For Fiscal Year 2024 Funding

Documents:

[Council\\_11-14-22.pdf](#)

J. **PUBLIC COMMENT**

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

K. **ADJOURNMENT**

**MISSION STATEMENT**

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

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. [www.marshalltown-ia.gov](http://www.marshalltown-ia.gov)

**COUNCIL PROCEEDINGS  
OCTOBER 24, 2022**

Mayor Greer called the meeting to order at 5:30 pm, October 24, 2022, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker. Councilor Schneider recognized the Live on Stage production of Atlantic City Boys. Mayor Greer recognized the grand opening of the Marshalltown Arts and Civic Center and Center Associates.

**CONSENT AGENDA**

Motion by Thompson, second by Schneider to adopt the consent, agenda less items 7, 9, 12, 14: APPROVE MINUTES 10/10/22 MEETING AND BILL LIST \$2,066,945.40; APPROVE LIQUOR LICENSE RENEWALS FOR TC'S 921 N 3<sup>RD</sup> AVE, SUPERMARKET VILLACHUATO 107 N CENTER ST, OPA GRILL 4 W BOONE ST, OLIVER BEENE DESIGNS 1714 S CENTER ST B2; APPROVE CIVIL SERVICE HIRE LISTS FOR PARK MAINTENANCE WORKER AND POLICE OFFICER; APPROVE JUNE 2022 FINANCIAL STATEMENTS; APPROVE JULY 2022 FINANCIAL STATEMENTS; RECEIPT OF BUILDING PERMIT REPORT SEPTEMBER 2022; RESOLUTION 2022-279 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 2022-281 APPROVING CONTRACT CHANGE ORDER #2 FOR THE CREEKSIDE ESTATES ADDITION PROJECT #ECO21006, A DECREASE OF \$36,076.45; RESOLUTION 2022-282 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING CIRO DILORIO, INC., 18TH AVENUE BRIDGE, BEING PROJECT NO. STR20004; RESOLUTION 2022-284 TRANSFERRING FUNDS FOR FISCAL YEAR 2022 THROUGH JUNE 30, 2022; RESOLUTION 2022-286 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING CON-STRUCT, CREEKSIDE ESTATES, BEING PROJECT NO. ECO21004; RESOLUTION 2022-287 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A 2022 CAT 926M WHEEL LOADER FROM ZIEGLER CAT FOR USE IN THE STREET DEPARTMENT AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF OF A 2000 CATERPILLER 938G WHEEL LOADER. Motion carried 7-0.

Motion by Schneider, second by Ladehoff to adopt RESOLUTION 2022-278 WAIVING CONFLICT OF INTERESTS RELATED TO AHLERS & COONEY, P.C.'S REPRESENTATION OF THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT RELATED TO A LEASE FOR ARNOLD PARK. Public comment: Mark Eaton, 1007 S 10<sup>th</sup> Ave, stated we should not need a waiver because we shouldn't be leasing the park. Motion carried 7-0.

Motion by Schneider, second by Kell to adopt RESOLUTION 2022-280 APPROVING THE ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT AND LEASE AGREEMENT FOR 23 WEST MAIN STREET TO THE REGALADOS REALTY CORP. Public comment: Mark Eaton, 1007 S 10<sup>th</sup> Ave, stated it is the council's fiduciary duty to protect the taxpayer from undue liability or harm and the use of a quit claim deed subjects the taxpayer to potential liabilities. Motion carried 6-1, Thompson dissenting.

Motion by Schneider, second by Isom to adopt RESOLUTION 2022-283 APPROVING CITY FEE SCHEDULE. Jessica Kinser, City Administrator advised this would add a city fee for the use of the

electric car charging station in the parking lot at Church Street and 1<sup>st</sup> Street. Public comment: Mark Eaton, 1007 S 10<sup>th</sup> Ave, doesn't feel there should be a grace period to park at the station after charging is complete. Motion carried 7-0.

Motion by Isom, second by Walker to adopt RESOLUTION 2022-285 DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING DISPOSAL THEREOF, FROM THE PUBLIC WORKS DIVISION. Motion carried 7-0.

### **MOTIONS**

Motion by Ladehoff, second by Schneider to APPROVE A NEW CLASS C LIQUOR LICENSE WITH OUTDOOR SERVICE FOR PLAZA DEL SOL MEXICAN RESTAURANT AT 903 W LINCOLN WAY. Motion carried 6-1, Hoop dissenting.

### **RESOLUTIONS**

Motion by Thompson, second by Ladehoff to adopt RESOLUTION 2022-288 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE VETERANS MEMORIAL COLISEUM GENERATOR PROJECT #COL22001 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$209,920.00. Motion carried 7-0.

Motion by Ladehoff, second by Kell to adopt RESOLUTION 2022-289 APPROVING PROFESSIONAL SERVICES AGREEMENT FOR AUTOMATED TRAFFIC ENFORCEMENT SERVICES WITH SENSYS GATSO GROUP. Councilor Schneider questioned the privacy policy, how long data is stored, and where it is stored. Captain Jones, Marshalltown Police Department advised Sensys Gatso would be able to give a presentation to the council if requested. Jessica Kinser, City Administrator advised the negotiated contract will be brought back to the council for approval before execution and the revenue generated would go to the police department general fund. Motion carried 6-1, Schneider dissenting.

Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2022-290 APPROVING PUBLIC SERVICE AGREEMENT WITH MARSHALL CEMETERY ASSOCIATION Dba RIVERSIDE CEMETERY. Jessica Kinser, City Administrator advised this is the Public Service Agreement to provide up to \$45,000 for a well to supply water to Lake Woodmere. Motion carried 6-1, Hoop dissenting.

Mayor Greer opened a public hearing at 5:49 pm on the PROPOSAL TO ENTER INTO A ESSENTIAL PURPOSE LOAN AGREEMENT. Written comment: Leigh Bauder, 401 Orchard Dr, submitted written comments encouraging the council to vote no on moving forward with the general obligation bonds until the public has had an opportunity to see and approve all plans for the projects being developed. She outlined her concerns with the Interactive Water Plaza specifically. Public comment: Leigh Bauder, 401 Orchard Dr, elaborated on her disapproval of the Interactive Water Plaza, noting safety concerns, ADA compliance, and inclusivity for people of all abilities, stating Splash 4 Life could not support the current design. Mark Eaton, 1007 S 10<sup>th</sup> Ave, referenced the TR article regarding water capacity and doesn't think we should borrow for a water feature since the city can't fund the water to the Riverside Cemetery fountain. Serina Stabenow, 1403 W Main St, stated we should concentrate on the budget deficit and improving streets. John Hall, Marshalltown Area Chamber of Commerce, supports the projects and sees them as a huge benefit to the community. Deb Millizer, Marshalltown Central Business District, feels these projects are amenities that support our culture and encourage placemaking. Diana Steiner, Finance Director, reviewed the list of projects included in the \$10,165,000 bond. Councilor Ladehoff is on the Water Plaza committee and advised the design is safe and ADA-compliant for everyone to utilize it. The

initial design will be posted at the upcoming Holiday Stroll. Councilor Thompson would like the full amount to be borrowed for street improvement. Mayor Greer closed the public hearing at 6:05 pm.

Mayor Greer opened a public hearing at 6:06 pm on the PROPOSAL TO ENTER INTO A GENERAL PURPOSE LOAN AGREEMENT #1. No written comments were received. Public comment: Mark Eaton, 1007 S 10<sup>th</sup> Ave, does not support this trail connection. Serina Stabenow, 1403 W Main St, stated she is going to petition to remove the ECHO sculpture. Cindy Parks, 127 E Main St, stated trail systems do bring visitors to our community and help drive the economy. Diana Steiner, Finance Director, advised this hearing is for the trail connection from the Skate Park to Freedom Rock for \$255,000. Mayor Greer closed the public hearing at 6:11 pm.

Mayor Greer opened a public hearing at 6:11 pm on the PROPOSAL TO ENTER INTO A GENERAL PURPOSE LOAN AGREEMENT #2. No written comments were received. Public comments: Leigh Bauder, 401 Orchard Dr, stated her clients express concern with the lack of parking downtown so she wanted clarification on this parking lot. Diana Steiner, Finance Director, advised this hearing is for the City Hall Parking Lot for \$400,000 which would be completed during the State Street Reconstruction. Mayor Greer closed the public hearing at 6:12 pm.

Motion by Schneider, second by Isom to adopt RESOLUTION 2022-291 TAKING ADDITIONAL ACTION ON PROPOSALS TO ENTER INTO GENERAL OBLIGATION LOAN AGREEMENTS, SETTING THE DATE OF SALE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2022A AND TAXABLE GENERAL OBLIGATION PROPERTY RESTORATION BONDS, SERIES 2022B, AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH. Public comment: Mark Eaton, 1007 S 10<sup>th</sup> Ave, stated part of this action is selling a taxable bond for tearing down dilapidated structures which will cost a premium, and feels we are overspending. Motion carried 5-2, Hoop and Thompson dissenting.

### **ORDINANCES**

Motion by Ladehoff, second by Kell to adopt the first reading of ORDINANCE 15053 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 117 JUNK DEALERS AND PAWNBROKERS. Councilor Thompson declared a conflict of interest by abstaining from the vote. Motion carried 6-0.

### **DISCUSSION**

Cindy Parks, President of the Marshalltown Central Business District, requested an increase in the City's annual contribution to MCBBD operational funding from \$40,000 to \$55,000 to provide additional support for staff, new programs and events, and for work to be done in support of the Downtown Master Plan. Deb Millizer, Director of the MCBBD, highlighted all of the grants they have assisted with for downtown businesses, the services they provide, and the events hosted in 2022. Public comment: Mark Eaton, 1007 S 10<sup>th</sup> Ave, stated MCBBD is a 501(C)6 which is a lobbying group that should be rolled into the Chamber of Commerce. Cindy Parks advised they are a 501(C)3 non-profit. John Hall, Marshalltown Area Chamber of Commerce, advised there are no plans to combine organizations. Councilors support an increase in funding and requested an outlined plan of how additional funds would be utilized. Motion by Thompson, second by Ladehoff for MCBBD to bring back an itemized plan on their funding needs to discuss at the next meeting. Motion carried 7-0.

Jessica Kinser, City Administrator, requested the city provide \$50,000 for the Marshalltown Central Business District incentive grants program for façade and code compliance projects. The city handles all

payments on a reimbursement basis to the building owners. This would be funded through tax increment financing. Motion by Thompson, second by Ladehoff to move forward with a resolution at the next meeting to set a public hearing for a development agreement. Motion carried 7-0.

Jessica Kinser, City Administrator, presented a CDBG grant opportunity for a Derecho Housing Project. Marshall, Tama, and Benton counties are eligible to apply for the \$4,000,000 available to fund the construction of new homes at a \$100,000 grant per unit, as well as \$25,000 for specific hazard mitigation. This program will offer up to \$15,000 in down payment and closing cost assistance to the buyer. The city would utilize city-owned lots for a modular home in order to meet the needs of an income qualifying home. Homes would meet the State of Iowa Green Street requirements. The project would consist of 7 homes. Public comment: Mark Eaton, 1007 S 10<sup>th</sup> Ave, questioned using a professional builder for this project or funding private individuals with available lots. Jessica Kinser advised private individuals can apply for a project also through Region 6. Motion by Isom, second by Kell to proceed with the grant application process. Motion carried 7-0.

Geoff Hubbard, Park and Recreation Director, requested the use of council-designated local option sales tax of up to \$75,000 to complete the removal of the remaining stumps in the park system from the derecho. Councilors would like all remaining stumps removed from the parks and right-of-way along with any remaining ash trees that need to be taken care of. Motion by Ladehoff, second by Isom to bring forward a resolution to authorize the use of council-designated local option sales tax for this project. Motion carried 7-0.

#### **PUBLIC COMMENT**

John Patterson, 921 S 10<sup>th</sup> Ave, owner of J&M Fabrication presented some safety concerns with the recent installation of handrails at the box culverts on East Nevada and East Boone Street and requested to be considered on city projects.

Monica Guzman, from Los Angeles, CA, referenced Sacramento, CA redoing a street that is like a Main Street district and it resulted in high crime, drug, and homelessness problems.

#### **CLOSED SESSION**

Motion by Schneider, second by Walker to go into a Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Motion carried 7-0 and the Council entered closed session at 7:26 pm. Motion by Thompson, second by Isom to return to open session. Motion carried 7-0 and the Council returned to open session at 7:37 pm. Roll call—Present: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker. Motion by Thompson, second by Ladehoff for the City Administrator to proceed as discussed in the closed session. Motion carried 7-0.

Motion by Thompson, second by Walker to go into a Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Motion carried 7-0 and the Council entered closed session at 7:41 pm. Motion by Walker, second by Ladehoff to return to open session. Motion carried 7-0 and the Council returned to open session at 7:55 pm. Roll call—Present: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker.

Motion by Isom, second by Kell for the City Administrator to proceed as discussed in the closed session.  
Motion carried 4-3, Schneider, Thompson, and Walker dissenting.

**ADJOURNMENT**

The meeting adjourned at 7:56 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA



\_\_\_\_\_  
Alicia Hunter, City Clerk

\_\_\_\_\_  
Joel Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk



## BILL LIST 11/14/22

|                                  |                |                                      |             |
|----------------------------------|----------------|--------------------------------------|-------------|
| AAA SEPTIC SERVICE INC /1        | \$95.00        | CROP RITE INC /1                     | \$660.00    |
| ACKLEY HOUSING INC /2            | \$328.00       | CTI Ready Mix Inc /5                 | \$6,521.45  |
| ADLAND ENGRAVING CO INC /1       | \$109.50       | CUMMINS Sales & Service /8           | \$128.59    |
| Advance Garage Doors Inc /5      | \$1,652.00     | D & D RENTALS INC /4                 | \$1,313.00  |
| AIRGAS USA, LLC /5               | \$478.43       | DATERS, TONI RAE /1                  | \$549.00    |
| Alcala, Rigoberto /1             | \$329.00       | DC Brown Rentals /1                  | \$494.00    |
| Alejo, Jerry /1                  | \$183.00       | DELUXE FOR BUSINESS /1               | \$114.56    |
| Allen, Justin /1                 | \$93.11        | DIAMOND VOGEL INC /2                 | \$163.59    |
| ALLEN, RHONDA L /1               | \$28.85        | Downs, Joel /1                       | \$750.00    |
| ALLIANT ENERGY /58               | \$33,443.28    | EARLEY, RICK /1                      | \$375.30    |
| American Education Services /2   | \$128.82       | Ecklor, Shane /1                     | \$298.00    |
| AMES, STEVEN /85                 | \$7,587.00     | ELWAYNE INC /4                       | \$1,268.00  |
| ANIMAL RESCUE LEAGUE /1          | \$6,666.67     | Engel, Drew /1                       | \$220.00    |
| Aponte, Miguel /1                | \$27.00        | ENVIRON RESOURCE ASSOC INC /1        | \$170.29    |
| ARNOLD MOTOR SUPPLY LLP /22      | \$919.03       | EPC LC /5                            | \$1,193.00  |
| Atcher, Robert /1                | \$200.00       | EPM Iowa LLC /1                      | \$297.00    |
| ATLANTIC BOTTLING CO /1          | \$994.39       | Estate of Vernon Jones /1            | \$304.06    |
| B&G HVAC INC /1                  | \$2,105.58     | ETTER, WILLIAM /1                    | \$482.00    |
| Backflow Prev Srv IA /2          | \$320.00       | EUBANKS, CHAD /1                     | \$284.00    |
| Barnes, Lonnie /1                | \$274.00       | Eurofins TestAmerica /1              | \$128.20    |
| BDH /16                          | \$8,833.16     | Family Support Payment Center /1     | \$138.46    |
| BERNIE LOWE & ASSOC Inc /8       | \$1,637.08     | FAREWAY STORES INC /1                | \$86.00     |
| Bitumnous Materials & Supply /1  | \$586.74       | FASTENAL COMPANY /3                  | \$96.41     |
| BJ&J LLC /1                      | \$265.00       | Ferneau, Gary /1                     | \$512.00    |
| BLOOD, ALEX /1                   | \$413.00       | FIDELITY SECURITY LIFE INS CO /8     | \$889.41    |
| Bly, Josh /1                     | \$1,245.00     | Fire Services Training Bureau /2     | \$100.00    |
| Bolton & Menk Inc /5             | \$23,442.00    | First Interstate Bank /205           | \$27,873.68 |
| Borota, Kent /2                  | \$580.00       | FIRSTNET-AT&T Mobility /2            | \$1,029.32  |
| BOULDER CO /2                    | \$924.00       | Fisher Governor Foundation /1        | \$8,333.33  |
| Bound Tree Medical LLC /1        | \$213.95       | FOX ENGINEERING ASSOC INC/4          | \$7,042.94  |
| BOWERMASTER, DANE M /1           | \$34.56        | FRESE PROPERTIES LLC /1              | \$292.00    |
| BRODIN, CHRIS /1                 | \$114.00       | FRIENDLY VALLEY APT/3                | \$310.00    |
| Buchanan, Steven /1              | \$252.00       | Frontline Public Safety Solutions /1 | \$3,150.00  |
| Buckaroo LLC /2                  | \$841.00       | GALLS LLC /6                         | \$117.80    |
| Burr, Robert /2                  | \$514.00       | Garling Construction Inc /2          | \$34,024.18 |
| Cal-Cert Co /1                   | \$955.00       | GILLIG LLC /3                        | \$582.97    |
| CALHOUN-BURNS /1                 | \$1,178.40     | Goken, Briana /1                     | \$7.00      |
| Carrico Aquatic Resources Inc /2 | \$1,312.85     | Gonzales, Gilbert /1                 | \$110.00    |
| CENTRAL IOWA FARM STORE /1       | \$148.94       | Gorrell, Joseph /1                   | \$430.00    |
| CENTRAL IOWA MACHINE SHOP/5      | \$441.46       | GRAY, DENNIS /1                      | \$1,791.00  |
| CENTRAL IA RESID SERV INC /2     | \$787.00       | Grewell Lawn & Snow Removal/1        | \$325.00    |
| CENTURYLINK /73                  | \$1,473.73     | Gutierrez, Humberto Fabian /1        | \$275.00    |
| CESSFORD CONSTRUCT /2            | \$323.26       | HALA, JANET /5                       | \$1,293.00  |
| Chargpoint /1                    | \$690.00       | HANSEN, STEVE /1                     | \$776.25    |
| Charlier, Quinten /1             | \$129.00       | HARRIS, TOM /1                       | \$324.00    |
| Chedester, James /1              | \$400.00       | HARTFORD- PRIORITY ACCTS /2          | \$6,477.47  |
| Ciox Heath /2                    | \$15.00        | HATCH, Roger /3                      | \$1,683.00  |
| Ciro DiIorio LLC /1              | \$47,516.03    | Hawkeye Polygraph /1                 | \$700.00    |
| CITY LAUNDERING COMPANY /6       | \$321.31       | HAWKEYE TRUCK EQUIP INC /2           | \$1,015.39  |
| CMHC Investments LLC /1          | \$230.00       | HEART OF IOWA CO-OP /13              | \$3,579.30  |
| Coleman Moore Co /1              | \$4,624.60     | HEITMAN, PAUL /1                     | \$10.00     |
| COLLECTION SERV CENTER /10       | \$2,548.06     | HILLTOP VILLAGE INC /4               | \$735.00    |
| COLONIAL LIFE /4                 | \$827.56       | Hinmon, Linda /1                     | \$260.00    |
| Colson, Mary /2                  | \$741.00       | HISTORIC TALLCORN/28                 | \$6,384.00  |
| CONSTRUCT INC /3                 | \$1,325,261.87 | HOWARD, JAMMIE /1                    | \$206.00    |
| Coro Medical LLC /1              | \$19,990.00    | HUBBARD MAPLE ST APTS/1              | \$181.00    |

## BILL LIST 11/14/22

|                                       |              |                                    |              |
|---------------------------------------|--------------|------------------------------------|--------------|
| Hunter Lane LLC /3                    | \$1,198.39   | Mediacom Broadband LLC /6          | \$1,000.00   |
| Ibarra, Mayra /1                      | \$172.00     | Mellen & Associates Inc /1         | \$2,520.83   |
| ICMA 457-Mission Square/33            | \$30,061.66  | MENARDS /37                        | \$2,400.30   |
| IMWCA /1                              | \$14,822.00  | MID COUNTRY MACHINERY,INC /1       | \$312.12     |
| Interconnect Inc /1                   | \$315.00     | MIDLAND SCIENTIFIC INC /6          | \$1,040.17   |
| INTERNAL REV SERVICE /12              | \$173,264.50 | Midwest Office Technology /1       | \$68.65      |
| Interstate Batteries of Upper Iowa /5 | \$2,282.85   | Mobius Group /1                    | \$12,100.00  |
| IOWA DEPT OF INSP & APPEALS /1        | \$324.20     | Moore, Michelle /1                 | \$426.00     |
| Iowa Div of Labor-Elevator Safety /1  | \$175.00     | Motorola Solutions Inc /1          | \$200.00     |
| IOWA FIRE EQUIPMENT CO /4             | \$294.00     | MTOWN/WESTOWN LLLP /76             | \$6,671.00   |
| Iowa Inspections /1                   | \$600.00     | MUNICIPAL FIRE & POLICE/4          | \$120,327.23 |
| IOWA MS INC /1                        | \$1,473.03   | MUNICIPAL PIPE TOOL CO/1           | \$89,688.64  |
| IOWA ONE CALL /3                      | \$226.00     | Nagle Signs Inc /1                 | \$6,045.33   |
| IA PUB EMPLOYEE'S RETIRE/9            | \$83,167.61  | NAPA AUTO PARTS /3                 | \$137.73     |
| Iowa Regional Utilities Assoc /1      | \$158.00     | Nelson, LaNeal /1                  | \$288.00     |
| IPMA-HR /6                            | \$660.00     | NIKKEL & ASSOCIATES INC /1         | \$22,732.38  |
| JBI COOP ASSOCIATION /5               | \$1,608.00   | NORTH TAMA HOUSING, INC /1         | \$157.00     |
| JENSEN INC /3                         | \$1,296.30   | NORTHERN LIGHTS DISTR /3           | \$638.54     |
| Johnson Lawn Care /2                  | \$980.00     | NUTRIEN AG SOLUTIONS INC /1        | \$790.92     |
| JUDGE, MIKE /26                       | \$6,541.00   | Occupational Medicine Plus PC /1   | \$537.00     |
| Kading Properties LLC /1              | \$759.00     | OETKER, DEBRA /2                   | \$373.00     |
| Kastein, Elizabeth /0                 | \$38.00      | ONE SOURCE-BACKGROUND/3            | \$55.00      |
| KEYSTONE LAB INC /1                   | \$70.50      | PALISADE HOLDING CO /1             | \$76.00      |
| KINSER, JESSICA /1                    | \$480.00     | Panther Uniforms Inc /2            | \$696.09     |
| Klinefelter, Richard J /1             | \$450.00     | Parker, Susan /1                   | \$1,800.00   |
| KOCH Office Group /1                  | \$77.63      | Payroll /2                         | \$632,224.24 |
| KRAMER, Marsha /1                     | \$218.00     | Pilot Creek Properties /1          | \$120.00     |
| Kreimeyer, Brian /1                   | \$105.98     | Pizano-Cisneros, Angel /1          | \$411.00     |
| LANGUAGE LINE SERV INC /1             | \$371.39     | PLUMB SUPPLY /1                    | \$529.51     |
| Lansing Brothers Construction Co /1   | \$26,450.00  | Polk County Sheriff /1             | \$579.84     |
| LAWSON, RODNEY W /1                   | \$49.00      | Premier Iowa City IA LLC /1        | \$2,911.00   |
| LAWTHERS PROP MANAG/1                 | \$222.00     | Premier Real Estate Mgmnt /4       | \$3,141.00   |
| LBO INVESTMENTS /6                    | \$945.00     | Pyramid Property Solutions Inc /50 | \$1,064.00   |
| LOGAN CONTRACTORS SUP /1              | \$2,450.00   | R & A RENTAL PROPERTIES LLC /1     | \$478.00     |
| Lolwing, Bryan /1                     | \$2,727.47   | RACOM CORPORATION /6               | \$15,956.23  |
| Lopez, Jaime /1                       | \$395.00     | Ramirez, Juana /1                  | \$31.00      |
| Luense, Brant /4                      | \$3,307.00   | Raven Creek Repair /4              | \$1,210.46   |
| MACQUEEN EQUIPMENT /2                 | \$672.60     | RD TOLEDO LLP /1                   | \$834.00     |
| Mansager, Cynthia /1                  | \$370.00     | REED, TONY /5                      | \$2,237.00   |
| Manship, Wyatt /1                     | \$804.00     | Region 6 Resource Partners /1      | \$443.00     |
| Marion Manor 2 /1                     | \$559.00     | RELIANT FIRE APPARATUS inc /1      | \$109.04     |
| MARSHALL CO AUDITOR /1                | \$8,120.00   | REM Homes /1                       | \$15,190.91  |
| MARSHALL CO ENGINEER /22              | \$25,416.96  | RICOH USA INC /6                   | \$80.66      |
| MARSHALL CO EXTENSION /2              | \$315.00     | RIVER BIRCH APTS /3                | \$969.00     |
| MARSHALL CO LANDFILL /8               | \$27,656.45  | RIVER OAKS APARTMENTS /7           | \$2,739.00   |
| MARSHALL CO RECORDER /1               | \$84.00      | S & E INVESTMENT LLC /1            | \$187.00     |
| MARSHALL CO SHERIFF /1                | \$320.00     | SAFETY KLEEN SYSTEMS INC /1        | \$438.60     |
| MARSHALL CO TREASURER /1              | \$1,346.00   | Samuel, Twyna /1                   | \$68.00      |
| MARSHALLTOWN AVIATION/39              | \$4,765.80   | SANDRY FIRE SUPPLY LLC /1          | \$487.50     |
| MARSHALLTOWN CBD INC /1               | \$8,000.00   | SCHARNWEBER /1                     | \$27.00      |
| Marshalltown Lofts, LLC /4            | \$1,388.00   | SCHMIDT, Michael T /1              | \$30.00      |
| MTOWN SENIOR RESID/13                 | \$4,339.00   | Schmudlach, Cody /1                | \$10.00      |
| MTOWN WATER WORKS /7                  | \$98,389.85  | SCHUMACHER ELEVATOR CO /3          | \$794.36     |
| MCATEE TIRE/4                         | \$2,018.24   | SE Jones Industries Inc /2         | \$1,184.01   |
| MCGAHUEY, CHRISTOPHER T /5            | \$65.50      | SERVICEMASTER OF M'TOWN/1          | \$557.71     |
| MEDIACOM /1                           | \$406.23     | SESKER, RICK /1                    | \$189.00     |

## BILL LIST 11/14/22

|                                   |                |
|-----------------------------------|----------------|
| Shattuck, Tracy /1                | \$10.00        |
| Sheets, Stephen /5                | \$119.01       |
| Shetler, Dennis /2                | \$92.55        |
| Sho Biz Inc dba Minuteman /36     | \$614.22       |
| SPAHN & ROSE LUMBER CO /2         | \$115.80       |
| Squire, Bert /1                   | \$177.00       |
| SS & R Properties LLC /1          | \$136.00       |
| Steffensen, Gary /1               | \$290.00       |
| Stericycle Inc /4                 | \$232.90       |
| STONE SANITATION /10              | \$2,542.24     |
| STRATEGIC INSIGHTS, INC /1        | \$2,325.00     |
| SUNRISE APARTMENTS, INC /1        | \$116.00       |
| Swift, Scott /1                   | \$358.00       |
| Thein, Tricia /1                  | \$320.00       |
| THEISENS SUPPLY INC /17           | \$1,106.32     |
| Thompsons True Value /2           | \$32.35        |
| TIMES REPUBLICAN /5               | \$100.00       |
| Top Notch Tree Service Inc /1     | \$1,500.00     |
| TOTAL ADMIN SERV CORP/10          | \$13,397.35    |
| Town Apartments Corporation /2    | \$210.00       |
| TREASURER STATE OF IA /4          | \$37,272.76    |
| Trending Media Inc /2             | \$177.00       |
| UNITED WAY /4                     | \$1,563.76     |
| VANWALL EQUIPMENT INC /1          | \$56,879.34    |
| Veenstra & Kimms Inc /2           | \$36,952.83    |
| VERIZON WIRELESS- VSTAT /2        | \$100.00       |
| Vung, Cing /1                     | \$63.00        |
| Walker, Angela /1                 | \$282.00       |
| Warner, Sharon /1                 | \$34.18        |
| WEATHERLY, ERIN & BOB /1          | \$221.00       |
| WEB III Investments LLC /1        | \$450.00       |
| Weispfenning, Andrew /1           | \$59.58        |
| Werner, Jessica /1                | \$13.00        |
| White, Amalia /1                  | \$505.00       |
| Wilson, Ranae /1                  | \$13.00        |
| WinCan LLC /1                     | \$1,500.00     |
| Witmer Public Safety Group Inc /1 | \$10.99        |
| WOLFE EYE CLINIC P C /1           | \$315.00       |
| Wollam, Tyler /1                  | \$1,975.32     |
| WoodRiver Energy LLC /1           | \$1,576.73     |
| Worent Inc /1                     | \$143.00       |
| Worsfold Farm LLC /1              | \$384.00       |
| WW GRAINGER /1                    | \$143.56       |
| XEROX CORPORATION /1              | \$40.43        |
| Yepez, Yadira /1                  | \$115.10       |
| YSS Grants Billing /1             | \$29,500.37    |
| TOTAL /1192                       | \$3,326,800.00 |

**BILL LIST 11/14/22**

| <b>Account Number</b> | <b>Vendor Name</b>                 | <b>Description (Item)</b>                     | <b>Amount</b> |
|-----------------------|------------------------------------|-----------------------------------------------|---------------|
| 001.1010.5132.000     | First Interstate Bank              | CLOTHING FOR CHIEF TUPPER                     | \$ 155.15     |
| 001.1010.5132.000     | First Interstate Bank              | SHOES FOR OFC DANIELSON                       | \$ 119.47     |
| 001.1010.5132.000     | First Interstate Bank              | DUTY EQUIP FOR SGT TEJADA                     | \$ 68.94      |
| 001.1010.5132.000     | First Interstate Bank              | CLOTHING GEAR FOR SWAT                        | \$ 54.77      |
| 001.1010.5132.000     | First Interstate Bank              | CLOTHING FOR OFC RUSH                         | \$ 230.00     |
| 001.1010.5132.000     | First Interstate Bank              | CLOTHING FOR SGT HILLERS                      | \$ 54.95      |
| 001.1010.5132.000     | First Interstate Bank              | CLOTHING GEAR FOR SWAT                        | \$ 220.22     |
| 001.1010.5132.000     | GALLS LLC                          | Duty gear                                     | \$ 96.80      |
| 001.1010.5132.000     | GALLS LLC                          | SWAT duty gear                                | \$ 21.00      |
| 001.1010.5132.000     | Sheets, Stephen                    | clothing reimbursement                        | \$ 89.01      |
| 001.1010.5132.000     | Shetler, Dennis                    | embroidery                                    | \$ 18.00      |
| 001.1010.5132.000     | Shetler, Dennis                    | embroidery                                    | \$ 74.55      |
| 001.1010.5230.000     | First Interstate Bank              | INTEL REQUESTS                                | \$ 75.00      |
| 001.1010.5230.000     | Ciox Heath                         | paid health claim fee                         | \$ 7.50       |
| 001.1010.5230.000     | Ciox Heath                         | paid medical claim fee                        | \$ 7.50       |
| 001.1010.5230.000     | Hawkeye Polygraph                  | services 10/25/22                             | \$ 700.00     |
| 001.1010.5230.000     | VERIZON WIRELESS- VSTAT            | detective services 10/13-10/18                | \$ 50.00      |
| 001.1010.5230.000     | VERIZON WIRELESS- VSTAT            | PD detective servies                          | \$ 50.00      |
| 001.1010.5280.000     | First Interstate Bank              | MEMBERSHIP FOR LT WEEKLEY                     | \$ 75.00      |
| 001.1010.5280.000     | Frontline Public Safety Solutions  | Professional Standards Tracker- PD            | \$ 3,150.00   |
| 001.1010.5342.000     | RACOM CORPORATION                  | PD service labor                              | \$ 93.75      |
| 001.1010.5344.000     | RACOM CORPORATION                  | labor on camera sign on                       | \$ 125.00     |
| 001.1010.5344.000     | RACOM CORPORATION                  | service labor -PD                             | \$ 31.25      |
| 001.1010.5344.000     | RACOM CORPORATION                  | November Contract coverage                    | \$ 1,226.89   |
| 001.1010.5344.000     | Stericycle Inc                     | Housing and PD Services                       | \$ 73.65      |
| 001.1010.5344.000     | Stericycle Inc                     | Housing and PD shredding                      | \$ 73.65      |
| 001.1010.5347.000     | BDH INFORMATION TECHNOLOGY LLC     | PD Covert internet                            | \$ 79.34      |
| 001.1010.5347.000     | BDH INFORMATION TECHNOLOGY LLC     | Police dept block time of hours               | \$ 1,266.25   |
| 001.1010.5347.000     | BDH INFORMATION TECHNOLOGY LLC     | Backup 4500 Veeam Backup & Recovery PD        | \$ 38.80      |
| 001.1010.5360.000     | First Interstate Bank              | POSTAGE                                       | \$ 17.99      |
| 001.1010.5370.000     | First Interstate Bank              | BUSINESS CARDS FOR                            | \$ 39.99      |
| 001.1010.5370.000     | First Interstate Bank              | MPD stationary                                | \$ 250.98     |
| 001.1010.5380.000     | RACOM CORPORATION                  | P25 Access                                    | \$ 14,411.34  |
| 001.1010.5410.000     | MCATEE TIRE SALES & SERVICE INC    | PD Dodge tire sensors                         | \$ 36.00      |
| 001.1010.5431.000     | LANGUAGE LINE SERV INC             | over the phone interpretations                | \$ 371.39     |
| 001.1010.5450.000     | CENTURYLINK                        | ALL PHONE LINES                               | \$ 105.98     |
| 001.1010.5450.000     | CENTURYLINK                        | TRUNK LINES                                   | \$ 94.46      |
| 001.1010.5450.000     | CENTURYLINK                        | TRUNK LINES                                   | \$ 94.46      |
| 001.1010.5450.000     | FIRSTNET-AT&T Mobility             | PD cell phones/ hotspots/ cameras/ car phones | \$ 221.02     |
| 001.1010.5451.000     | FIRSTNET-AT&T Mobility             | PD cell phones/ hotspots/ cameras/ car phones | \$ 808.30     |
| 001.1010.5460.000     | First Interstate Bank              | RECERTIFICATION FOR CPT JONES                 | \$ 25.00      |
| 001.1010.5460.000     | First Interstate Bank              | TRAINING WEISPFENNING                         | \$ 450.00     |
| 001.1010.5460.000     | Thein, Tricia                      | Training fee July 11 - Sept 13, 2022          | \$ 320.00     |
| 001.1010.5464.000     | Allen, Justin                      | meals during training                         | \$ 19.17      |
| 001.1010.5464.000     | Allen, Justin                      | training meal reimbursements                  | \$ 34.93      |
| 001.1010.5464.000     | Allen, Justin                      | meals during training                         | \$ 39.01      |
| 001.1010.5464.000     | BOWERMASTER, DANE M                | meals during training                         | \$ 34.56      |
| 001.1010.5464.000     | HEITMAN, PAUL                      | meal during training                          | \$ 10.00      |
| 001.1010.5464.000     | Sheets, Stephen                    | Narcotics Training meals                      | \$ 30.00      |
| 001.1010.5464.000     | Weispfenning, Andrew               | meals during training                         | \$ 30.00      |
| 001.1010.5464.000     | Weispfenning, Andrew               | training during meals                         | \$ 29.58      |
| 001.1010.5565.000     | ARNOLD MOTOR SUPPLY LLP            | PD 516 return plug coil, spark plugs          | \$ (163.56)   |
| 001.1010.5565.000     | ARNOLD MOTOR SUPPLY LLP            | PD 527 engine oil filters                     | \$ 40.77      |
| 001.1010.5565.000     | ARNOLD MOTOR SUPPLY LLP            | PD 522 engine oil filters                     | \$ 57.98      |
| 001.1010.5565.000     | ARNOLD MOTOR SUPPLY LLP            | PD 516 gasoline injectors                     | \$ 66.89      |
| 001.1010.5565.000     | ARNOLD MOTOR SUPPLY LLP            | PD 516 gasoline injectors                     | \$ 66.89      |
| 001.1010.5565.000     | ARNOLD MOTOR SUPPLY LLP            | PD 516 ingintion coils                        | \$ 102.25     |
| 001.1010.5565.000     | ARNOLD MOTOR SUPPLY LLP            | PD 516 plug coil, spark plugs                 | \$ 160.29     |
| 001.1010.5565.000     | ARNOLD MOTOR SUPPLY LLP            | PD 516 ignition coil, fine wire, air filter   | \$ 163.34     |
| 001.1010.5565.000     | Interstate Batteries of Upper Iowa | Police and Street batteries                   | \$ 551.85     |

|                   |                                 |                                          |    |          |
|-------------------|---------------------------------|------------------------------------------|----|----------|
| 001.1010.5565.000 | JENSEN INC                      | PD 516 ignition and spark plugs          | \$ | 732.87   |
| 001.1010.5565.000 | JENSEN INC                      | PD 504 brake kits                        | \$ | 442.68   |
| 001.1010.5565.000 | MCATEE TIRE SALES & SERVICE INC | PD Dodge tire sensors                    | \$ | 139.00   |
| 001.1010.5565.000 | NAPA AUTO PARTS                 | PD 516 fuel injector                     | \$ | 88.18    |
| 001.1010.5565.000 | SE Jones Industries Inc         | Apollo D9 Full Scanbay                   | \$ | 1,070.01 |
| 001.1010.5570.000 | First Interstate Bank           | FUEL DURING TRAINING FOR LT THEIN        | \$ | 39.98    |
| 001.1010.5570.000 | First Interstate Bank           | FUEL DURING TRAINING FOR LT THEIN        | \$ | 20.08    |
| 001.1010.5570.000 | First Interstate Bank           | FUEL DURING TRAINING                     | \$ | 53.75    |
| 001.1010.5570.000 | First Interstate Bank           | FUEL DURING TRAINING                     | \$ | 32.83    |
| 001.1010.5570.000 | First Interstate Bank           | FUEL DURING TRAINING FOR LT THEIN        | \$ | 36.39    |
| 001.1010.5570.000 | First Interstate Bank           | FUEL DURING TRAINING FOR LT THEIN        | \$ | 35.62    |
| 001.1010.5570.000 | MARSHALL COUNTY ENGINEER        | Fuel purchases from County               | \$ | 6,224.26 |
| 001.1010.5600.000 | First Interstate Bank           | FIRST AID EQUIPMENT FOR PATROL           | \$ | 26.00    |
| 001.1010.5600.000 | First Interstate Bank           | FIRST AID EQUIPMENT FOR PATROL           | \$ | 55.96    |
| 001.1010.5600.000 | First Interstate Bank           | REFUND FIRST AID EQUIPMENT               | \$ | (55.96)  |
| 001.1010.5600.000 | First Interstate Bank           | USB HUBS, COMMAND STRIPS                 | \$ | 44.15    |
| 001.1010.5600.000 | First Interstate Bank           | FIRST AID EQUIPMENT FOR PATROL           | \$ | 111.92   |
| 001.1010.5600.000 | First Interstate Bank           | FIRST AID EQUIPMENT FOR PATROL           | \$ | 26.00    |
| 001.1010.5600.000 | First Interstate Bank           | BATTERY                                  | \$ | 24.74    |
| 001.1010.5600.000 | First Interstate Bank           | NITRILE GLOVES FOR PATROL                | \$ | 325.99   |
| 001.1010.5600.000 | First Interstate Bank           | HANGERS QUARTERMASTER CLOSET             | \$ | 17.39    |
| 001.1010.5600.000 | First Interstate Bank           | SWAT EQUIPMENT                           | \$ | 118.09   |
| 001.1010.5600.000 | First Interstate Bank           | WINDOW TINT METER                        | \$ | 159.00   |
| 001.1010.5600.000 | First Interstate Bank           | totes for quartermaster                  | \$ | 56.96    |
| 001.1010.5600.000 | First Interstate Bank           | SWAT EQUIPMENT                           | \$ | 144.93   |
| 001.1010.5600.000 | First Interstate Bank           | SWAT EQUIPMENT                           | \$ | 854.39   |
| 001.1010.5600.000 | First Interstate Bank           | JANITOR SUPPLIES                         | \$ | 498.57   |
| 001.1010.5600.000 | First Interstate Bank           | FIRST AID EQUIPMENT FOR PATROL           | \$ | 373.85   |
| 001.1010.5600.000 | First Interstate Bank           | FIRST AID EQUIPMENT FOR PATROL           | \$ | 288.15   |
| 001.1010.5600.000 | First Interstate Bank           | BATTERY FOR EQUIPMWENT                   | \$ | 21.96    |
| 001.1010.5600.000 | BDH INFORMATION TECHNOLOGY LLC  | power cord and wireless keyboard/ mouse  | \$ | 87.55    |
| 001.1010.5600.000 | BDH INFORMATION TECHNOLOGY LLC  | 10 foot cable                            | \$ | 20.00    |
| 001.1010.5600.000 | FAREWAY STORES INC              | PD evidence bags                         | \$ | 86.00    |
| 001.1010.5600.000 | MENARDS                         | lumber                                   | \$ | 9.98     |
| 001.1010.5600.000 | MENARDS                         | Pro-rib inside closures                  | \$ | 41.96    |
| 001.1010.5600.000 | MENARDS                         | lumber                                   | \$ | 21.30    |
| 001.1010.5600.000 | Motorola Solutions Inc          | PD duty belt clip                        | \$ | 200.00   |
| 001.1010.5600.000 | RACOM CORPORATION               | PD ear mold, ear mic                     | \$ | 68.00    |
| 001.1010.5601.000 | ADLAND ENGRAVING CO INC         | MPD recognition plaques                  | \$ | 109.50   |
| 001.1010.5605.000 | First Interstate Bank           | certificate paper                        | \$ | 23.80    |
| 001.1010.5605.000 | First Interstate Bank           | KEYBOARD AND MOUSE                       | \$ | 39.99    |
| 001.1010.5703.000 | BDH INFORMATION TECHNOLOGY LLC  | USB hub with cable, ethernet adapter     | \$ | 98.32    |
| 001.1030.5481.000 | ALLIANT ENERGY                  | 25 N Center St Civil Defense Sirens      | \$ | 100.00   |
| 001.1030.5481.000 | ALLIANT ENERGY                  | Tornado siren                            | \$ | 21.09    |
| 001.1050.5132.000 | Panther Uniforms Inc            | Fire fireghter clothing                  | \$ | 335.84   |
| 001.1050.5132.000 | Panther Uniforms Inc            | Fire fighter clothing                    | \$ | 360.25   |
| 001.1050.5132.000 | SANDRY FIRE SUPPLY LLC          | Fire fighter boots                       | \$ | 487.50   |
| 001.1050.5210.000 | TIMES REPUBLICAN                | Advertising                              | \$ | 20.00    |
| 001.1050.5280.000 | IPMA-HR                         | self score packages                      | \$ | (63.00)  |
| 001.1050.5280.000 | IPMA-HR                         | self score packages                      | \$ | 723.00   |
| 001.1050.5342.000 | Iowa Inspections                | Commercial business inspections          | \$ | 600.00   |
| 001.1050.5344.000 | Midwest Office Technology       | contract and copies                      | \$ | 68.65    |
| 001.1050.5347.000 | First Interstate Bank           | Bluebeam annual maintenance renewal      | \$ | 116.63   |
| 001.1050.5347.000 | First Interstate Bank           | Bluebeam                                 | \$ | (116.63) |
| 001.1050.5347.000 | First Interstate Bank           | Bluebeam annual maintenance              | \$ | 109.00   |
| 001.1050.5360.000 | First Interstate Bank           | US postal service                        | \$ | 7.85     |
| 001.1050.5360.000 | Witmer Public Safety Group Inc  | freight                                  | \$ | 10.99    |
| 001.1050.5450.000 | CENTURYLINK                     | ALL PHONE LINES                          | \$ | 38.54    |
| 001.1050.5450.000 | CENTURYLINK                     | TRUNK LINES                              | \$ | 34.35    |
| 001.1050.5450.000 | CENTURYLINK                     | TRUNK LINES                              | \$ | 34.35    |
| 001.1050.5460.000 | Fire Services Training Bureau   | Fire dept certification fees             | \$ | 50.00    |
| 001.1050.5460.000 | Fire Services Training Bureau   | certfication fees for instructor         | \$ | 50.00    |
| 001.1050.5470.000 | First Interstate Bank           | Earl May- Fire dept training straw bales | \$ | 77.94    |
| 001.1050.5565.000 | ARNOLD MOTOR SUPPLY LLP         | rear blades and engine oil filters       | \$ | 9.18     |

|                   |                                          |                                                    |    |           |
|-------------------|------------------------------------------|----------------------------------------------------|----|-----------|
| 001.1050.5570.000 | MARSHALL COUNTY ENGINEER                 | Fuel purchases from County                         | \$ | 486.97    |
| 001.1050.5571.000 | MARSHALL COUNTY ENGINEER                 | Fuel purchases from County                         | \$ | 1,496.22  |
| 001.1050.5600.000 | Interstate Batteries of Upper Iowa       | AA & D Batteries - FD                              | \$ | 262.40    |
| 001.1050.5600.000 | MENARDS                                  | spin traps, drain opener                           | \$ | 32.29     |
| 001.1050.5600.000 | RELIANT FIRE APPARATUS inc               | 2 pk Li-ion batteries                              | \$ | 109.04    |
| 001.1050.5630.000 | Bound Tree Medical LLC                   | Airway kit                                         | \$ | 213.95    |
| 001.1050.5718.000 | First Interstate Bank                    | Amazon Fire dept shop vac                          | \$ | 88.70     |
| 001.1070.5342.000 | Veenstra & Kimms Inc                     | Building inspection services                       | \$ | 36,152.83 |
| 001.1070.5450.000 | First Interstate Bank                    | Verizon - Housing cell phones                      | \$ | 21.39     |
| 001.1070.5450.000 | CENTURYLINK                              | ALL PHONE LINES                                    | \$ | 9.63      |
| 001.1070.5450.000 | CENTURYLINK                              | TRUNK LINES                                        | \$ | 8.59      |
| 001.1070.5450.000 | CENTURYLINK                              | TRUNK LINES                                        | \$ | 8.59      |
| 001.1070.5570.000 | MARSHALL COUNTY ENGINEER                 | Fuel purchases from County                         | \$ | 30.15     |
| 001.1071.5450.000 | First Interstate Bank                    | Verizon - Housing cell phones                      | \$ | 56.04     |
| 001.1071.5450.000 | CENTURYLINK                              | ALL PHONE LINES                                    | \$ | 9.63      |
| 001.1071.5450.000 | CENTURYLINK                              | TRUNK LINES                                        | \$ | 8.59      |
| 001.1071.5450.000 | CENTURYLINK                              | TRUNK LINES                                        | \$ | 8.59      |
| 001.1071.5570.000 | MARSHALL COUNTY ENGINEER                 | Fuel purchases from County                         | \$ | 46.17     |
| 001.1071.5570.000 | MARSHALL COUNTY ENGINEER                 | Fuel purchases from County                         | \$ | 27.55     |
| 001.1071.5605.000 | Sho Biz Inc dba Minuteman                | recycled desk pads                                 | \$ | 6.93      |
| 001.1072.5342.000 | Veenstra & Kimms Inc                     | Contracted Electrical Inspections                  | \$ | 800.00    |
| 001.1075.5450.000 | First Interstate Bank                    | Verizon - Housing cell phones                      | \$ | 48.85     |
| 001.1075.5450.000 | CENTURYLINK                              | ALL PHONE LINES                                    | \$ | 9.63      |
| 001.1075.5450.000 | CENTURYLINK                              | TRUNK LINES                                        | \$ | 8.59      |
| 001.1075.5450.000 | CENTURYLINK                              | TRUNK LINES                                        | \$ | 8.59      |
| 001.1075.5570.000 | MARSHALL COUNTY ENGINEER                 | Fuel purchases from County                         | \$ | 31.71     |
| 001.1075.5570.000 | MARSHALL COUNTY ENGINEER                 | Fuel purchases from County                         | \$ | 102.41    |
| 001.1090.5331.000 | ANIMAL RESCUE LEAGUE                     | Annual contract taking care of animals city limits | \$ | 6,666.67  |
| 001.1099.5342.000 | STONE SANITATION                         | Police & Fire Bldg                                 | \$ | 118.78    |
| 001.1099.5344.000 | CUMMINS Sales & Service                  | Annual fall inspeciton PD/FD generator             | \$ | 446.36    |
| 001.1099.5344.000 | Iowa Division of Labor - Elevator Safety | PD/Fire Elevator Annual Permit & Inspection        | \$ | 175.00    |
| 001.1099.5344.000 | SCHUMACHER ELEVATOR COMPANY              | PD & FD elevator quarterly maintenance             | \$ | 324.45    |
| 001.1099.5386.000 | Johnson Lawn Care                        | PD/FD lawn mowing                                  | \$ | 534.00    |
| 001.1099.5410.000 | Advance Garage Doors Inc                 | FD Door Panels - Replaced per DR / Accident        | \$ | 1,269.00  |
| 001.1099.5410.000 | Advance Garage Doors Inc                 | PD Overhead Door - West 14x12 Door Service         | \$ | 383.00    |
| 001.1099.5410.000 | B&G HVAC INC                             | Repair Fire Sleep Room Diffuser (HVAC) at PD/Fire  | \$ | 840.00    |
| 001.1099.5410.000 | Downs, Joel                              | paint 3 sections of overhead door                  | \$ | 750.00    |
| 001.1099.5410.000 | Interconnect Inc                         | Secure Access Door Card Reader Repair              | \$ | 315.00    |
| 001.1099.5410.000 | IOWA MS INC                              | Service Call / Repair Sensor to HVAC RTU-4 PD/FD   | \$ | 1,473.03  |
| 001.1099.5410.000 | MENARDS                                  | PD/Fire Water Line Repair in EOC Room              | \$ | 19.26     |
| 001.1099.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(        | Police & Fire Bldg                                 | \$ | 2,130.14  |
| 001.1099.5450.000 | MEDIACOM                                 | Police and Fire internet                           | \$ | 406.23    |
| 001.1099.5481.000 | ALLIANT ENERGY                           | 909 S 2nd St Fire & Police Bldg                    | \$ | 5,126.70  |
| 001.1099.5482.000 | ALLIANT ENERGY                           | 909 S 2nd St Fire & Police Bldg                    | \$ | 219.01    |
| 001.1099.5482.000 | WoodRiver Energy LLC                     | Police & Fire Bldg 11672                           | \$ | 1,202.95  |
| 001.2020.5132.000 | First Interstate Bank                    | DUTY CLOTHING FOR PARKING enforcement              | \$ | 15.98     |
| 001.2020.5344.000 | Chargepoint                              | Annual Subsc Electric Charging Stationo            | \$ | 690.00    |
| 001.2020.5481.000 | ALLIANT ENERGY                           | NE corner S 1st Ave / Church St parking lot        | \$ | 205.85    |
| 001.2020.5570.000 | MARSHALL COUNTY ENGINEER                 | Fuel purchases from County                         | \$ | 300.24    |
| 001.2060.5344.000 | RICOH USA INC                            | Engineering BW copies                              | \$ | 4.20      |
| 001.2060.5344.000 | RICOH USA INC                            | Engineering color copies                           | \$ | 9.88      |
| 001.2080.5342.000 | MARSHALLTOWN AVIATION INC                | Airport management                                 | \$ | 2,333.00  |
| 001.2080.5344.000 | MARSHALLTOWN AVIATION INC                | airfield maintenance                               | \$ | 2,083.00  |
| 001.2080.5450.000 | MARSHALLTOWN AVIATION INC                | internet                                           | \$ | 30.05     |
| 001.2080.5481.000 | ALLIANT ENERGY                           | 2651 170th St Runway lights                        | \$ | 378.36    |
| 001.2080.5481.000 | ALLIANT ENERGY                           | 2651 170th St TEMP                                 | \$ | 391.21    |
| 001.2080.5481.000 | MARSHALLTOWN AVIATION INC                | electrical services                                | \$ | 62.50     |
| 001.2080.5483.000 | Iowa Regional Utilities Association      | Airport water usage                                | \$ | 158.00    |
| 001.2080.5571.000 | NUTRIEN AG SOLUTIONS INC                 | Airport diesel fuel                                | \$ | 790.92    |
| 001.2080.5600.000 | MARSHALLTOWN AVIATION INC                | Jet fuel system filters                            | \$ | 257.25    |
| 001.2090.5220.000 | MARSHALLTOWN WATER WORKS                 | LANDFILL BILLS                                     | \$ | 251.20    |
| 001.2090.5331.000 | MARSHALL COUNTY LANDFILL                 | 28E Solid Waste fee per capita 2022-2023           | \$ | 27,591.00 |
| 001.4010.5151.000 | Occupational Medicine Plus PC            | physicals and or immunizations                     | \$ | 179.00    |
| 001.4010.5210.000 | First Interstate Bank                    | advertising for Mr. Lincoln program                | \$ | 30.00     |

|                   |                                 |                                                   |    |         |
|-------------------|---------------------------------|---------------------------------------------------|----|---------|
| 001.4010.5210.000 | TIMES REPUBLICAN                | Advertising                                       | \$ | 20.00   |
| 001.4010.5216.000 | ONE SOURCE-THE BACKGROUND CHECK | application checks                                | \$ | 25.00   |
| 001.4010.5342.000 | First Interstate Bank           | Shredding services                                | \$ | 48.15   |
| 001.4010.5342.000 | First Interstate Bank           | Shredding services                                | \$ | 48.15   |
| 001.4010.5342.000 | STONE SANITATION                | Library - 105 W Boone St                          | \$ | 115.56  |
| 001.4010.5347.000 | First Interstate Bank           | public web browser annual renewal                 | \$ | 125.00  |
| 001.4010.5347.000 | BDH INFORMATION TECHNOLOGY LLC  | Parks block time of hours                         | \$ | 633.13  |
| 001.4010.5410.000 | First Interstate Bank           | celining tiles for Library                        | \$ | 190.00  |
| 001.4010.5450.000 | First Interstate Bank           | internet                                          | \$ | 310.09  |
| 001.4010.5450.000 | CENTURYLINK                     | Library Analog Backup Lines                       | \$ | 80.18   |
| 001.4010.5450.000 | CENTURYLINK                     | ALL PHONE LINES                                   | \$ | 19.27   |
| 001.4010.5450.000 | CENTURYLINK                     | TRUNK LINES                                       | \$ | 17.17   |
| 001.4010.5450.000 | CENTURYLINK                     | TRUNK LINES                                       | \$ | 17.17   |
| 001.4010.5460.000 | First Interstate Bank           | workshop registration                             | \$ | 15.00   |
| 001.4010.5482.000 | WoodRiver Energy LLC            | Library gas #7078                                 | \$ | 189.22  |
| 001.4010.5600.000 | First Interstate Bank           | desolving solution                                | \$ | 23.98   |
| 001.4010.5600.000 | First Interstate Bank           | employee nametag                                  | \$ | 13.20   |
| 001.4010.5600.000 | First Interstate Bank           | supplies - label scraper                          | \$ | 14.99   |
| 001.4010.5600.000 | First Interstate Bank           | AED replacement pads                              | \$ | 49.00   |
| 001.4010.5600.000 | First Interstate Bank           | Light bulbs                                       | \$ | 162.25  |
| 001.4010.5601.000 | First Interstate Bank           | pizza for youth program                           | \$ | 44.72   |
| 001.4010.5601.000 | First Interstate Bank           | prize books for youth program                     | \$ | 93.60   |
| 001.4010.5601.000 | First Interstate Bank           | lemonade for movies                               | \$ | 10.98   |
| 001.4010.5601.000 | First Interstate Bank           | popcorn for movies                                | \$ | 33.38   |
| 001.4010.5605.000 | First Interstate Bank           | office supplies - filler paper                    | \$ | 4.89    |
| 001.4010.5605.000 | First Interstate Bank           | office supplies - batteries                       | \$ | 9.06    |
| 001.4010.5605.000 | First Interstate Bank           | office supplies - packing tape, paper             | \$ | 69.36   |
| 001.4010.5605.000 | First Interstate Bank           | office supplies - bottled water                   | \$ | 66.30   |
| 001.4010.5605.000 | First Interstate Bank           | office supplies - bottled water                   | \$ | 46.50   |
| 001.4010.5703.000 | First Interstate Bank           | minor computer - monitor                          | \$ | 254.97  |
| 001.4010.5730.000 | First Interstate Bank           | reference book - MHS yearbook                     | \$ | 63.49   |
| 001.4010.5731.000 | First Interstate Bank           | Subscriptions (Amazon Prime for all Library)      | \$ | 499.00  |
| 001.4010.5732.000 | First Interstate Bank           | Adult fiction book                                | \$ | 23.89   |
| 001.4010.5732.000 | First Interstate Bank           | Adult fiction book                                | \$ | 14.39   |
| 001.4010.5732.000 | First Interstate Bank           | Adult fiction book                                | \$ | 16.99   |
| 001.4010.5732.000 | First Interstate Bank           | Adult fiction book                                | \$ | 15.99   |
| 001.4010.5732.000 | First Interstate Bank           | Adult fiction book                                | \$ | 38.35   |
| 001.4010.5732.000 | First Interstate Bank           | Adult fiction book                                | \$ | 14.56   |
| 001.4010.5732.000 | First Interstate Bank           | juvenile book                                     | \$ | 14.39   |
| 001.4010.5732.000 | First Interstate Bank           | juvenile books                                    | \$ | 158.45  |
| 001.4010.5732.000 | First Interstate Bank           | juvenile books                                    | \$ | 56.89   |
| 001.4010.5732.000 | First Interstate Bank           | juvenile books                                    | \$ | 25.73   |
| 001.4010.5732.000 | First Interstate Bank           | juvenile book                                     | \$ | 7.99    |
| 001.4010.5732.000 | First Interstate Bank           | juvenile books                                    | \$ | 34.77   |
| 001.4010.5732.000 | First Interstate Bank           | juvenile books                                    | \$ | 42.80   |
| 001.4010.5732.000 | First Interstate Bank           | DVDs                                              | \$ | 87.42   |
| 001.4010.5732.000 | First Interstate Bank           | DVDs                                              | \$ | 20.63   |
| 001.4010.5734.000 | First Interstate Bank           | lost and replaced DVDs                            | \$ | 100.78  |
| 001.4010.5734.000 | First Interstate Bank           | lost and replaced books                           | \$ | 16.78   |
| 001.4010.5734.000 | First Interstate Bank           | lost and replaced books                           | \$ | 5.93    |
| 001.4010.5734.000 | First Interstate Bank           | lost and replaced books                           | \$ | 6.63    |
| 001.4010.5734.000 | First Interstate Bank           | lost and replaced books                           | \$ | 10.29   |
| 001.4010.5734.000 | First Interstate Bank           | lost and replaced books                           | \$ | 12.99   |
| 001.4010.5734.000 | First Interstate Bank           | lost and replaced books                           | \$ | 14.49   |
| 001.4010.5980.000 | First Interstate Bank           | refund of found book                              | \$ | (16.78) |
| 001.4030.5132.000 | First Interstate Bank           | Parks employee clothing -Lechnir                  | \$ | 74.99   |
| 001.4030.5230.000 | Bolton & Menk Inc               | landscape architect services                      | \$ | 45.00   |
| 001.4030.5251.000 | MARSHALL COUNTY EXTENSION       | Mosquito, Grass, ROW applicator trainings         | \$ | 280.00  |
| 001.4030.5251.000 | MARSHALL COUNTY EXTENSION       | Ornamental & Turfgrass applicator training        | \$ | 35.00   |
| 001.4030.5342.000 | AAA SEPTIC SERVICE INC          | Pump concession stand grease trap -Softball Cmplx | \$ | 95.00   |
| 001.4030.5342.000 | B&G HVAC INC                    | 11/1/22 cap water line at little league           | \$ | 98.00   |
| 001.4030.5342.000 | MARSHALL COUNTY LANDFILL        | Parks                                             | \$ | 15.00   |
| 001.4030.5342.000 | STONE SANITATION                | All park barrels                                  | \$ | 848.58  |
| 001.4030.5342.000 | STONE SANITATION                | roll off                                          | \$ | 365.78  |

|                   |                                   |                                                    |    |          |
|-------------------|-----------------------------------|----------------------------------------------------|----|----------|
| 001.4030.5344.000 | B&G HVAC INC                      | repair toilet flange Mega 10                       | \$ | 231.58   |
| 001.4030.5344.000 | IOWA FIRE EQUIPMENT COMPANY       | office service room special suppression inspection | \$ | 29.40    |
| 001.4030.5386.000 | Atcher, Robert                    | Bicentennial park mowings                          | \$ | 200.00   |
| 001.4030.5386.000 | Bly, Josh                         | October Parks contract mowings                     | \$ | 1,245.00 |
| 001.4030.5386.000 | HANSEN, STEVE                     | Fall fertilizer- Softball complex                  | \$ | 776.25   |
| 001.4030.5410.000 | First Interstate Bank             | P&R Break room lights                              | \$ | 25.20    |
| 001.4030.5450.000 | CENTURYLINK                       | ALL PHONE LINES                                    | \$ | 9.63     |
| 001.4030.5450.000 | CENTURYLINK                       | TRUNK LINES                                        | \$ | 8.59     |
| 001.4030.5450.000 | CENTURYLINK                       | TRUNK LINES                                        | \$ | 8.59     |
| 001.4030.5481.000 | ALLIANT ENERGY                    | 108 N 2nd Ave Alley - Farmers Market               | \$ | 19.87    |
| 001.4030.5481.000 | ALLIANT ENERGY                    | 311 E ANSON ST PARK                                | \$ | 45.04    |
| 001.4030.5481.000 | ALLIANT ENERGY                    | 915 S 4th Ave Anson Park                           | \$ | 26.57    |
| 001.4030.5481.000 | ALLIANT ENERGY                    | BROADMORE Assistance League                        | \$ | 15.72    |
| 001.4030.5481.000 | ALLIANT ENERGY                    | HIGHLAND ACRES RD                                  | \$ | 26.34    |
| 001.4030.5481.000 | ALLIANT ENERGY                    | KIWANIS PARK                                       | \$ | 35.49    |
| 001.4030.5481.000 | ALLIANT ENERGY                    | Arnolds Park                                       | \$ | 13.63    |
| 001.4030.5481.000 | ALLIANT ENERGY                    | 220 N 13th St Rest room                            | \$ | 51.49    |
| 001.4030.5481.000 | ALLIANT ENERGY                    | N 13th St                                          | \$ | 127.81   |
| 001.4030.5481.000 | ALLIANT ENERGY                    | 407 Marion St                                      | \$ | 28.08    |
| 001.4030.5565.000 | ARNOLD MOTOR SUPPLY LLP           | Parks engine oil filters                           | \$ | 10.19    |
| 001.4030.5565.000 | ARNOLD MOTOR SUPPLY LLP           | Parks 836 air/ fuel filters                        | \$ | 429.00   |
| 001.4030.5565.000 | JENSEN INC                        | Parks Ford F-150 steering wheel repair             | \$ | 120.75   |
| 001.4030.5570.000 | First Interstate Bank             | Caseys fuel                                        | \$ | 150.00   |
| 001.4030.5570.000 | First Interstate Bank             | Parks fuel                                         | \$ | 123.58   |
| 001.4030.5570.000 | MARSHALL COUNTY ENGINEER          | Fuel purchases from County                         | \$ | 672.07   |
| 001.4030.5571.000 | MARSHALL COUNTY ENGINEER          | Fuel purchases from County                         | \$ | 235.64   |
| 001.4030.5600.000 | First Interstate Bank             | AED replacement pads                               | \$ | 15.00    |
| 001.4030.5600.000 | First Interstate Bank             | Light bulbs                                        | \$ | 162.25   |
| 001.4030.5600.000 | DELUXE FOR BUSINESS               | Park & Rec deposit books                           | \$ | 114.56   |
| 001.4030.5600.000 | MENARDS                           | hand sprayer, blue dye                             | \$ | 31.84    |
| 001.4030.5600.000 | MENARDS                           | fork latch kit                                     | \$ | 6.49     |
| 001.4030.5600.000 | PLUMB SUPPLY                      | brass faucets- Parks dept                          | \$ | 336.08   |
| 001.4030.5611.000 | First Interstate Bank             | Napa o rings and air hose                          | \$ | 53.98    |
| 001.4030.5611.000 | DIAMOND VOGEL INC                 | also paid by credit card                           | \$ | (198.37) |
| 001.4030.5611.000 | MENARDS                           | lumber, Splash Marine, screws                      | \$ | 354.13   |
| 001.4030.5611.000 | MENARDS                           | toilet bolt                                        | \$ | 2.99     |
| 001.4030.5611.000 | PLUMB SUPPLY                      | Parks adapter and cap                              | \$ | 49.92    |
| 001.4030.5611.000 | Thompsons True Value              | drain elbow                                        | \$ | 14.37    |
| 001.4040.5216.000 | ONE SOURCE-THE BACKGROUND CHECK   | application checks                                 | \$ | 15.00    |
| 001.4040.5450.000 | CENTURYLINK                       | ALL PHONE LINES                                    | \$ | 9.63     |
| 001.4040.5450.000 | CENTURYLINK                       | TRUNK LINES                                        | \$ | 8.59     |
| 001.4040.5450.000 | CENTURYLINK                       | TRUNK LINES                                        | \$ | 8.59     |
| 001.4040.5600.000 | First Interstate Bank             | Amazon - pens, cups. screen cleaner                | \$ | 190.60   |
| 001.4040.5600.000 | First Interstate Bank             | laminator pouches                                  | \$ | 48.26    |
| 001.4040.5600.000 | First Interstate Bank             | Amazon -penalty flags                              | \$ | 77.18    |
| 001.4041.5210.000 | TIMES REPUBLICAN                  | Advertising                                        | \$ | 20.00    |
| 001.4041.5280.000 | First Interstate Bank             | Niche Academy membership                           | \$ | 500.00   |
| 001.4041.5342.000 | SERVICEMASTER OF M'TOWN INC       | commercial carpet extraction                       | \$ | 557.71   |
| 001.4041.5460.000 | First Interstate Bank             | American Red Cross CPR/AED training                | \$ | 70.00    |
| 001.4041.5613.000 | First Interstate Bank             | BSN Sports - Parks tee shirts                      | \$ | 1,347.77 |
| 001.4041.5613.000 | First Interstate Bank             | BSN Sports - parks resale tee shirts               | \$ | 4,407.39 |
| 001.4045.5344.000 | B&G HVAC INC                      | Winterize Aquatic Ctr                              | \$ | 294.00   |
| 001.4045.5380.000 | AIRGAS USA, LLC                   | Pleasant Hill Pool rental lease 12/1/22-11/30/23   | \$ | 56.26    |
| 001.4045.5410.000 | First Interstate Bank             | Pleasant Hill pool repair                          | \$ | 17.03    |
| 001.4045.5450.000 | CENTURYLINK                       | ALL PHONE LINES                                    | \$ | 19.27    |
| 001.4045.5450.000 | CENTURYLINK                       | TRUNK LINES                                        | \$ | 17.17    |
| 001.4045.5450.000 | CENTURYLINK                       | TRUNK LINES                                        | \$ | 17.17    |
| 001.4045.5450.000 | HEART OF IOWA COMMUNICATIONS CO-( | Aquatic Center                                     | \$ | 10.00    |
| 001.4045.5481.000 | ALLIANT ENERGY                    | Aquatic Center                                     | \$ | 256.90   |
| 001.4045.5482.000 | WoodRiver Energy LLC              | SWIMMING POOL 7077                                 | \$ | 80.38    |
| 001.4045.5600.000 | Carrico Aquatic Resources Inc     | Brass solenoid Parks                               | \$ | 312.85   |
| 001.4045.5600.000 | MENARDS                           | RV Marine splash                                   | \$ | 99.80    |
| 001.4045.5607.000 | AIRGAS USA, LLC                   | Pleasant Hill pool carbon dioxide                  | \$ | 152.54   |
| 001.4045.5611.000 | First Interstate Bank             | Dohneys pool supplies                              | \$ | 90.12    |



|                   |                                   |                                                  |    |           |
|-------------------|-----------------------------------|--------------------------------------------------|----|-----------|
| 001.4045.5611.000 | AIRGAS USA, LLC                   | Pleasant Hill pool supplies                      | \$ | 142.69    |
| 001.4045.5611.000 | MENARDS                           | lumber, Splash Marine, screws                    | \$ | 59.88     |
| 001.4060.5331.000 | Fisher Governor Foundation        | Property taxes levied for Civic Center           | \$ | 8,333.33  |
| 001.4065.5450.000 | CENTURYLINK                       | ALL PHONE LINES                                  | \$ | 9.63      |
| 001.4065.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.4065.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.4065.5450.000 | HEART OF IOWA COMMUNICATIONS CO-( | Coliseum                                         | \$ | 62.00     |
| 001.4065.5481.000 | ALLIANT ENERGY                    | 10 W State St COLISEUM                           | \$ | 2,838.30  |
| 001.4065.5482.000 | ALLIANT ENERGY                    | 10 W State St COLISEUM                           | \$ | 225.46    |
| 001.4065.5483.000 | MARSHALLTOWN WATER WORKS          | Coliseum water 8/19-10/25                        | \$ | 55.58     |
| 001.4065.5488.000 | MARSHALLTOWN WATER WORKS          | Coliseum sewer 8/19-10/25                        | \$ | 63.53     |
| 001.4065.5600.000 | WW GRAINGER                       | unirnal screens                                  | \$ | 4.52      |
| 001.4065.5611.000 | PLUMB SUPPLY                      | Mat'l for Coliseum Washer Installation           | \$ | 32.15     |
| 001.4066.5600.000 | First Interstate Bank             | refrigerator thermometers                        | \$ | 5.98      |
| 001.4066.5611.000 | First Interstate Bank             | wheeled lecturn podium                           | \$ | 61.54     |
| 001.4066.5611.000 | First Interstate Bank             | Amazon -54" wall cabinet                         | \$ | 144.69    |
| 001.4066.5611.000 | First Interstate Bank             | Parks popcorn machine                            | \$ | 95.60     |
| 001.4066.5613.000 | ATLANTIC BOTTLING CO              | Coliseum resale products                         | \$ | 994.39    |
| 001.4066.5613.000 | NORTHERN LIGHTS DISTRIBUTING      | Parks resale products                            | \$ | 363.23    |
| 001.4066.5613.000 | NORTHERN LIGHTS DISTRIBUTING      | Parks resale products                            | \$ | 133.80    |
| 001.4066.5613.000 | NORTHERN LIGHTS DISTRIBUTING      | Parks resale products                            | \$ | 141.51    |
| 001.5010.5410.000 | First Interstate Bank             | repair aluminum banner posts                     | \$ | 100.00    |
| 001.5020.5342.000 | STONE SANITATION                  | N 13th St 10/01/22-9/30/22                       | \$ | 205.38    |
| 001.5020.5410.000 | REM Homes                         | Facade 202 E. Church St for West and South sides | \$ | 15,190.91 |
| 001.5040.5605.000 | Sho Biz Inc dba Minuteman         | recycled desk pads                               | \$ | 6.93      |
| 001.6010.5450.000 | CENTURYLINK                       | ALL PHONE LINES                                  | \$ | 9.63      |
| 001.6010.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.6010.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.6010.5600.000 | First Interstate Bank             | Mayor Business cards                             | \$ | 30.99     |
| 001.6011.5230.000 | Parker, Susan                     | Strategic Planning Session 9 am - 2 pm           | \$ | 1,800.00  |
| 001.6011.5331.000 | First Interstate Bank             | GoToMeeting                                      | \$ | 14.00     |
| 001.6011.5600.000 | First Interstate Bank             | Business cards - Thompson                        | \$ | 27.69     |
| 001.6012.5450.000 | CENTURYLINK                       | ALL PHONE LINES                                  | \$ | 9.63      |
| 001.6012.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.6012.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.6012.5450.000 | KINSER, JESSICA                   | November 2021-2022 Cell phone                    | \$ | 480.00    |
| 001.6020.5210.000 | First Interstate Bank             | public notices                                   | \$ | 203.40    |
| 001.6020.5250.000 | MARSHALL COUNTY RECORDER          | quit claim deed and certificate                  | \$ | 84.00     |
| 001.6020.5344.000 | RICOH USA INC                     | City Clerk BW copies                             | \$ | 23.71     |
| 001.6020.5344.000 | RICOH USA INC                     | City Clerk color copies                          | \$ | 28.80     |
| 001.6020.5450.000 | CENTURYLINK                       | ALL PHONE LINES                                  | \$ | 9.63      |
| 001.6020.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.6020.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.6020.5460.000 | First Interstate Bank             | Municipal professionals conference               | \$ | 208.00    |
| 001.6020.5605.000 | First Interstate Bank             | Kleenex, binder, pouches                         | \$ | 58.12     |
| 001.6021.5347.000 | STRATEGIC INSIGHTS, INC           | Plan-It CIP license to 1/1/2024                  | \$ | 2,325.00  |
| 001.6021.5360.000 | First Interstate Bank             | postage stamps                                   | \$ | 444.00    |
| 001.6021.5450.000 | CENTURYLINK                       | ALL PHONE LINES                                  | \$ | 38.61     |
| 001.6021.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 34.31     |
| 001.6021.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 34.31     |
| 001.6021.5605.000 | First Interstate Bank             | gel pens, money marker                           | \$ | 18.87     |
| 001.6021.5605.000 | First Interstate Bank             | envelope moisteners                              | \$ | 13.86     |
| 001.6025.5450.000 | CENTURYLINK                       | ALL PHONE LINES                                  | \$ | 9.63      |
| 001.6025.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.6025.5450.000 | CENTURYLINK                       | TRUNK LINES                                      | \$ | 8.59      |
| 001.6025.5605.000 | First Interstate Bank             | bankers box, file jackets                        | \$ | 125.84    |
| 001.6025.5605.000 | First Interstate Bank             | printer cartridges, markers, file tabs           | \$ | 124.65    |
| 001.6050.5342.000 | STONE SANITATION                  | City Hall                                        | \$ | 118.78    |
| 001.6050.5344.000 | SCHUMACHER ELEVATOR COMPANY       | City Hall Elevator Maintenance                   | \$ | 233.77    |
| 001.6050.5410.000 | First Interstate Bank             | actuators for heat -City Hall                    | \$ | 821.32    |
| 001.6050.5410.000 | WW GRAINGER                       | YSS/ City Hall boiler repair-relay part          | \$ | 59.76     |
| 001.6050.5450.000 | HEART OF IOWA COMMUNICATIONS CO-( | City Hall                                        | \$ | 320.09    |
| 001.6050.5481.000 | ALLIANT ENERGY                    | 24 N Center St Municipal Bldg                    | \$ | 112.11    |
| 001.6050.5482.000 | YSS Grants Billing                | Contract gas billing 50% Oct-Dec 2021            | \$ | 2,503.16  |

|                   |                                    |                                                    |    |             |
|-------------------|------------------------------------|----------------------------------------------------|----|-------------|
| 001.6050.5482.000 | YSS Grants Billing                 | Contract gas billing 50% Jan-March 2022            | \$ | 4,984.59    |
| 001.6050.5482.000 | YSS Grants Billing                 | Contract gas billing 50% April-June 2021           | \$ | 929.89      |
| 001.6050.5482.000 | YSS Grants Billing                 | Contract Gas billing 50% April-June 2022           | \$ | 1,736.83    |
| 001.6050.5482.000 | YSS Grants Billing                 | Contract Gas billing 50% July-Sept 2021            | \$ | 112.91      |
| 001.6050.5570.000 | MARSHALL COUNTY ENGINEER           | Fuel purchases from County                         | \$ | 330.95      |
| 001.6050.5600.000 | First Interstate Bank              | Deemer business cards                              | \$ | 17.00       |
| 001.6050.5600.000 | WW GRAINGER                        | Janitorial supplies - City Hall                    | \$ | 37.38       |
| 001.6050.5600.000 | WW GRAINGER                        | unirnal screens                                    | \$ | 2.26        |
| 001.6050.5611.000 | First Interstate Bank              | bldg enstension cord                               | \$ | 82.98       |
| 001.6050.5611.000 | CENTRAL IOWA MACHINE SHOP INC      | Materials for install - City hall payment drop box | \$ | 146.46      |
| 001.6050.5718.000 | MENARDS                            | building repair- minor tools                       | \$ | (64.99)     |
| 001.6051.5344.000 | SCHUMACHER ELEVATOR COMPANY        | Carnegie Bldg elevator                             | \$ | 236.14      |
| 001.6051.5410.000 | MENARDS                            | P&R Back room condensate line repair               | \$ | 5.75        |
| 001.6051.5481.000 | ALLIANT ENERGY                     | 36 N Center St- Carnegie Bldg                      | \$ | 966.97      |
| 001.6051.5482.000 | ALLIANT ENERGY                     | 36 N Center St- Carnegie Bldg                      | \$ | 238.25      |
| 001.6051.5600.000 | First Interstate Bank              | AED replacement pads                               | \$ | 277.20      |
| 001.6051.5600.000 | First Interstate Bank              | Light bulbs                                        | \$ | 162.25      |
| 001.6051.5600.000 | WW GRAINGER                        | Janitorial supplies - City Hall                    | \$ | 37.38       |
| 001.6051.5600.000 | WW GRAINGER                        | unirnal screens                                    | \$ | 2.26        |
| 001.6070.5347.000 | BDH INFORMATION TECHNOLOGY LLC     | Mailfilter Spam/Virus Email Filtering              | \$ | 175.00      |
| 001.6070.5347.000 | BDH INFORMATION TECHNOLOGY LLC     | OpenDNS Enterprise Monthly Subscription            | \$ | 152.00      |
| 001.6070.5347.000 | BDH INFORMATION TECHNOLOGY LLC     | Remote monitoring desktop services, patches        | \$ | 375.00      |
| 001.6070.5347.000 | BDH INFORMATION TECHNOLOGY LLC     | Block time of hours                                | \$ | 3,165.62    |
| 001.6070.5347.000 | BDH INFORMATION TECHNOLOGY LLC     | Veeam monthly services for Tyler users             | \$ | 116.40      |
| 030.1050.5750.000 | Coro Medical LLC                   | Lucas CPR device                                   | \$ | 19,990.00   |
| 030.4030.5342.000 | CONSTRUCT INC                      | Elks Park Improvement Project PRK21002 Construct   | \$ | 1,570.90    |
| 030.4030.5750.000 | VANWALL EQUIPMENT INC              | Trade in unit 713                                  | \$ | (10,000.00) |
| 030.4030.5750.000 | VANWALL EQUIPMENT INC              | JD Mower 1575 Comm Front mower                     | \$ | 39,250.00   |
| 030.4030.5750.000 | VANWALL EQUIPMENT INC              | Trade in unit 823                                  | \$ | (11,000.00) |
| 030.4030.5750.000 | VANWALL EQUIPMENT INC              | John Deere Mower 1575 w/ front deck                | \$ | 37,500.00   |
| 030.6070.5703.000 | BDH INFORMATION TECHNOLOGY LLC     | LaserJet printer & HDMI switcher for Council Chamb | \$ | 2,567.55    |
| 110.2010.4875.000 | MENARDS                            | rebate 62980 71618                                 | \$ | (15.34)     |
| 110.2010.5132.000 | CITY LAUNDERING COMPANY            | Street dept uniform cleaning                       | \$ | 67.43       |
| 110.2010.5132.000 | CITY LAUNDERING COMPANY            | Street dept uniform cleaning                       | \$ | 136.22      |
| 110.2010.5132.000 | FASTENAL COMPANY                   | Street dept gloves                                 | \$ | 31.25       |
| 110.2010.5132.000 | Kreimeyer, Brian                   | Employee clothing                                  | \$ | 105.98      |
| 110.2010.5132.000 | MENARDS                            | garden hose, nozzle, work gloves                   | \$ | 3.99        |
| 110.2010.5132.000 | MENARDS                            | Paid in error                                      | \$ | (154.99)    |
| 110.2010.5132.000 | MENARDS                            | Push broom and gloves                              | \$ | 21.99       |
| 110.2010.5132.000 | THEISENS SUPPLY INC                | Street dept employee boots                         | \$ | 154.99      |
| 110.2010.5132.000 | THEISENS SUPPLY INC                | Street dept employee clothing                      | \$ | 114.98      |
| 110.2010.5132.000 | THEISENS SUPPLY INC                | Street dept employee clothing                      | \$ | 99.98       |
| 110.2010.5132.000 | THEISENS SUPPLY INC                | Street dept employee booths                        | \$ | 39.99       |
| 110.2010.5342.000 | CENTRAL IOWA MACHINE SHOP INC      | on site welding 18th Ave bridge railing            | \$ | 295.00      |
| 110.2010.5342.000 | SAFETY KLEEN SYSTEMS INC           | 20G parts washer service solvent                   | \$ | 438.60      |
| 110.2010.5342.000 | STONE SANITATION                   | Street Dept                                        | \$ | 118.78      |
| 110.2010.5342.000 | STONE SANITATION                   | Bullpen Woodland Dr                                | \$ | 95.00       |
| 110.2010.5344.000 | IOWA FIRE EQUIPMENT COMPANY        | office service room special suppression inspection | \$ | 147.00      |
| 110.2010.5347.000 | BDH INFORMATION TECHNOLOGY LLC     | Backup 4500 Veeam Backup & Recovery PW             | \$ | 19.40       |
| 110.2010.5352.000 | Top Notch Tree Service Inc         | Tree/Stump Removal 809 S 12th Ave per P&R          | \$ | 1,500.00    |
| 110.2010.5380.000 | AIRGAS USA, LLC                    | rentals                                            | \$ | 74.49       |
| 110.2010.5386.000 | Johnson Lawn Care                  | Lawn health application                            | \$ | 446.00      |
| 110.2010.5410.000 | Raven Creek Repair                 | Bus wheel and truck tires                          | \$ | 63.00       |
| 110.2010.5450.000 | CENTURYLINK                        | PW backup analog 641-752-4388                      | \$ | 48.11       |
| 110.2010.5450.000 | CENTURYLINK                        | ALL PHONE LINES                                    | \$ | 9.63        |
| 110.2010.5450.000 | CENTURYLINK                        | TRUNK LINES                                        | \$ | 8.59        |
| 110.2010.5450.000 | CENTURYLINK                        | TRUNK LINES                                        | \$ | 8.59        |
| 110.2010.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(  | PW Bldg                                            | \$ | 55.04       |
| 110.2010.5481.000 | ALLIANT ENERGY                     | 1600 S Center St irrigation system                 | \$ | 19.93       |
| 110.2010.5482.000 | WoodRiver Energy LLC               | 905 E Main St                                      | \$ | 62.51       |
| 110.2010.5565.000 | ARNOLD MOTOR SUPPLY LLP            | rear blades and engine oil filters                 | \$ | 30.58       |
| 110.2010.5565.000 | ARNOLD MOTOR SUPPLY LLP            | #836 air/ fuel filters                             | \$ | 113.99      |
| 110.2010.5565.000 | ARNOLD MOTOR SUPPLY LLP            | #35 engine oil filters                             | \$ | 141.86      |
| 110.2010.5565.000 | Interstate Batteries of Upper Iowa | Police and Street batteries                        | \$ | 536.80      |

|                   |                                    |                                                  |    |           |
|-------------------|------------------------------------|--------------------------------------------------|----|-----------|
| 110.2010.5565.000 | Interstate Batteries of Upper Iowa | Street and Transit batteries                     | \$ | 313.90    |
| 110.2010.5565.000 | Raven Creek Repair                 | Bus wheel and truck tires                        | \$ | 1,104.46  |
| 110.2010.5570.000 | MARSHALL COUNTY ENGINEER           | Fuel purchases from County                       | \$ | 36.38     |
| 110.2010.5570.000 | MARSHALL COUNTY ENGINEER           | Fuel purchases from County                       | \$ | 717.60    |
| 110.2010.5571.000 | MARSHALL COUNTY ENGINEER           | Fuel purchases from County                       | \$ | 2,113.12  |
| 110.2010.5600.000 | First Interstate Bank              | 17 gallon oil pan                                | \$ | 296.10    |
| 110.2010.5600.000 | First Interstate Bank              | trailer wheel pan                                | \$ | 16.65     |
| 110.2010.5600.000 | First Interstate Bank              | AED replacement pads                             | \$ | 30.00     |
| 110.2010.5600.000 | AIRGAS USA, LLC                    | twin gas welding hose                            | \$ | 52.45     |
| 110.2010.5600.000 | ARNOLD MOTOR SUPPLY LLP            | aerokroil penet fluid                            | \$ | 60.74     |
| 110.2010.5600.000 | CENTRAL IOWA FARM STORE INC        | hydro fitting for skid loader #60                | \$ | 148.94    |
| 110.2010.5600.000 | DIAMOND VOGEL INC                  | Filters, extension assy, tips                    | \$ | 261.22    |
| 110.2010.5600.000 | DIAMOND VOGEL INC                  | paint thinner                                    | \$ | 100.74    |
| 110.2010.5600.000 | FASTENAL COMPANY                   | drill bits                                       | \$ | 38.99     |
| 110.2010.5600.000 | MENARDS                            | sds + drill bits                                 | \$ | 49.96     |
| 110.2010.5600.000 | MENARDS                            | cords for battery tenders                        | \$ | 57.50     |
| 110.2010.5600.000 | MENARDS                            | tiedowns, rubber hose, strap, blue chalk, shovel | \$ | 495.99    |
| 110.2010.5600.000 | MENARDS                            | EMT 2-hole strap                                 | \$ | 8.40      |
| 110.2010.5600.000 | MENARDS                            | garden hose, nozzle, work gloves                 | \$ | 65.97     |
| 110.2010.5600.000 | MID COUNTRY MACHINERY,INC          | forged flails, nex nuts, screws, etc             | \$ | 312.12    |
| 110.2010.5600.000 | NAPA AUTO PARTS                    | wheel air valve extension                        | \$ | 28.49     |
| 110.2010.5600.000 | THEISENS SUPPLY INC                | Sign shop supplies                               | \$ | 1.24      |
| 110.2010.5600.000 | THEISENS SUPPLY INC                | Sign shop supplies                               | \$ | 15.99     |
| 110.2010.5600.000 | THEISENS SUPPLY INC                | aluminum wire, grind wheel, grease gun hose      | \$ | 87.42     |
| 110.2010.5600.000 | VANWALL EQUIPMENT INC              | 40W Plus- 50 II oil                              | \$ | (116.02)  |
| 110.2010.5600.000 | VANWALL EQUIPMENT INC              | 40W Plus- 50 II oil                              | \$ | 192.23    |
| 110.2010.5611.000 | MENARDS                            | Street Dept Water Drop Materials                 | \$ | 30.08     |
| 110.2010.5611.000 | MENARDS                            | Street Dept Water Drop Materials                 | \$ | (30.08)   |
| 110.2010.5611.000 | MENARDS                            | Street Dept Water Drop Materials                 | \$ | 77.20     |
| 110.2010.5611.000 | PLUMB SUPPLY                       | Street Dept Water Drop Materials                 | \$ | 35.59     |
| 110.2010.5611.000 | PLUMB SUPPLY                       | Street Dept Water Drop Materials                 | \$ | 14.34     |
| 110.2010.5611.000 | PLUMB SUPPLY                       | Street Dept Water Drop Materials                 | \$ | 52.16     |
| 110.2010.5611.000 | PLUMB SUPPLY                       | splitter                                         | \$ | 9.27      |
| 110.2010.5617.000 | Bitumnous Materials & Supply       | emulsified asphalt                               | \$ | 586.74    |
| 110.2010.5620.000 | CESSFORD CONSTRUCTION COMPANY      | Roadstone and energy surcharge                   | \$ | 16.45     |
| 110.2010.5620.000 | CESSFORD CONSTRUCTION COMPANY      | Roadstone and energy surcharge                   | \$ | 306.81    |
| 110.2010.5718.000 | First Interstate Bank              | battery charger                                  | \$ | 182.84    |
| 110.2010.5718.000 | ARNOLD MOTOR SUPPLY LLP            | pliers, scribe                                   | \$ | 20.56     |
| 110.2010.5718.000 | MENARDS                            | Push broom and gloves                            | \$ | 59.98     |
| 110.2010.5718.000 | SE Jones Industries Inc            | chisel and straight punch                        | \$ | 114.00    |
| 110.2010.5718.000 | THEISENS SUPPLY INC                | returned sprayer tank                            | \$ | (99.99)   |
| 110.2010.5718.000 | THEISENS SUPPLY INC                | Sign shop supplies                               | \$ | 8.49      |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 17 N Center St metered                           | \$ | 26.57     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 220 E MAIN ST ALLEY                              | \$ | 46.76     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 404 1/2 S Center St Viaduct                      | \$ | 85.42     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 36 E Main St Alley                               | \$ | 46.43     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 120 E MAIN ST ALLEY                              | \$ | 48.12     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | MARKET ST BRIDGE LIGHTS                          | \$ | 76.18     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 3098 LINCOLN WAY SIGN                            | \$ | 33.07     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 36 W MAIN ST ALLEY                               | \$ | 42.83     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 106 S CENTER ST METERED                          | \$ | 40.78     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | N CENTER ST & CHURCH ST                          | \$ | 36.49     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | S 6TH ST                                         | \$ | 49.37     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 6 S 2nd St Alley                                 | \$ | 41.80     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 1707 Laurel Dr Viaduct Light                     | \$ | 30.87     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | MARSHALLTOWN                                     | \$ | 19,500.00 |
| 110.2030.5481.000 | ALLIANT ENERGY                     | N 13th Street lights                             | \$ | 126.10    |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 25 N 13th St                                     | \$ | 61.46     |
| 110.2030.5481.000 | ALLIANT ENERGY                     | 207 W Main St                                    | \$ | 45.91     |
| 110.2040.5132.000 | CITY LAUNDERING COMPANY            | uniform cleaning Utility Dept.                   | \$ | 22.64     |
| 110.2040.5132.000 | CITY LAUNDERING COMPANY            | uniform cleaning Utility Dept.                   | \$ | 22.64     |
| 110.2040.5230.000 | IOWA ONE CALL                      | Utility Div - One Call Charges                   | \$ | 16.20     |
| 110.2040.5251.000 | EARLEY, RICK                       | 3 Yr State Electrical license                    | \$ | 375.30    |
| 110.2040.5450.000 | CENTURYLINK                        | ALL PHONE LINES                                  | \$ | 9.63      |

|                   |                                |                                                    |    |           |
|-------------------|--------------------------------|----------------------------------------------------|----|-----------|
| 110.2040.5450.000 | CENTURYLINK                    | TRUNK LINES                                        | \$ | 8.59      |
| 110.2040.5450.000 | CENTURYLINK                    | TRUNK LINES                                        | \$ | 8.59      |
| 110.2040.5481.000 | ALLIANT ENERGY                 | S CENTER ST CNR BOONE                              | \$ | 46.58     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | S CENTER ST CNR LINN                               | \$ | 35.97     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | S 3RD AVE CNR LINN                                 | \$ | 104.05    |
| 110.2040.5481.000 | ALLIANT ENERGY                 | E ANSON ST CNR 3RD AVE                             | \$ | 64.04     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | S CENTER ST CNR ANSON                              | \$ | 62.51     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | W High St & S 6th St                               | \$ | 24.37     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | S 1ST AVE & E ANSON                                | \$ | 63.22     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | S 6TH ST CNR OLIVE                                 | \$ | 32.24     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | S CENTER ST & SOUTH ST                             | \$ | 38.57     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | S CENTER ST CNR OLIVE                              | \$ | 45.92     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | W Meadowlane cnr Center                            | \$ | 38.57     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | Westwood Dr cnr Center                             | \$ | 32.24     |
| 110.2040.5481.000 | ALLIANT ENERGY                 | N 3rd Ave Cnr State                                | \$ | 116.93    |
| 110.2040.5565.000 | First Interstate Bank          | tire repair                                        | \$ | 20.79     |
| 110.2040.5565.000 | ARNOLD MOTOR SUPPLY LLP        | Truck strobe light- utility                        | \$ | (514.48)  |
| 110.2040.5565.000 | ARNOLD MOTOR SUPPLY LLP        | Electrician vehicle oil                            | \$ | 95.56     |
| 110.2040.5565.000 | THEISENS SUPPLY INC            | Pintle Hitch for Facility/Electrical truck         | \$ | 152.98    |
| 110.2040.5570.000 | MARSHALL COUNTY ENGINEER       | Fuel purchases from County                         | \$ | 249.86    |
| 110.2040.5600.000 | First Interstate Bank          | Utility marking paint                              | \$ | 18.96     |
| 110.2050.5410.000 | First Interstate Bank          | conduit for brine controls                         | \$ | 19.51     |
| 110.2050.5600.000 | THEISENS SUPPLY INC            | #2 chain, link snap                                | \$ | 79.32     |
| 110.2050.5718.000 | First Interstate Bank          | pushbutton switch                                  | \$ | 29.97     |
| 110.2050.5718.000 | First Interstate Bank          | brine maker equipment install                      | \$ | 187.50    |
| 110.2050.5718.000 | First Interstate Bank          | conduit for brine controls                         | \$ | 36.20     |
| 110.2060.5210.000 | TIMES REPUBLICAN               | Advertising                                        | \$ | 20.00     |
| 110.2060.5230.000 | Bolton & Menk Inc              | updates with Heather                               | \$ | 360.00    |
| 110.2060.5344.000 | Cal-Cert Co                    | Annual Calibration-concrete break equipment        | \$ | 955.00    |
| 110.2060.5344.000 | RICOH USA INC                  | Engineering color copies                           | \$ | 9.87      |
| 110.2060.5344.000 | RICOH USA INC                  | Engineering BW copies                              | \$ | 4.20      |
| 110.2060.5347.000 | BDH INFORMATION TECHNOLOGY LLC | Backup 4500 Veeam Backup & Recovery PW             | \$ | 19.40     |
| 110.2060.5450.000 | CENTURYLINK                    | ALL PHONE LINES                                    | \$ | 9.63      |
| 110.2060.5450.000 | CENTURYLINK                    | TRUNK LINES                                        | \$ | 8.59      |
| 110.2060.5450.000 | CENTURYLINK                    | TRUNK LINES                                        | \$ | 8.59      |
| 110.2060.5570.000 | MARSHALL COUNTY ENGINEER       | Fuel purchases from County                         | \$ | 349.45    |
| 110.2060.5600.000 | First Interstate Bank          | Deemer business cards                              | \$ | 16.99     |
| 110.2060.5600.000 | Thompsons True Value           | Engineering Marking Paint for Construction Insp    | \$ | 17.98     |
| 110.2060.5605.000 | Sho Biz Inc dba Minuteman      | Engineering printer ink                            | \$ | 120.42    |
| 110.2060.5718.000 | First Interstate Bank          | 3 foot measuring wheel                             | \$ | 64.99     |
| 110.2070.5571.000 | MARSHALL COUNTY ENGINEER       | Fuel purchases from County                         | \$ | 1,363.93  |
| 121.5010.5331.000 | MARSHALLTOWN CBD INC           | MCBD Holiday wreaths per Resolution 2022-218       | \$ | 8,000.00  |
| 121.5900.5230.000 | Mediacom Broadband LLC         | Display                                            | \$ | 200.00    |
| 121.5900.5230.000 | Mediacom Broadband LLC         | Display                                            | \$ | 200.00    |
| 121.5900.5230.000 | Mediacom Broadband LLC         | Display                                            | \$ | 515.00    |
| 121.5900.5230.000 | Mediacom Broadband LLC         | Display                                            | \$ | 44.00     |
| 121.5900.5230.000 | Mediacom Broadband LLC         | Streaming audio                                    | \$ | 24.00     |
| 121.5900.5230.000 | Mediacom Broadband LLC         | TV                                                 | \$ | 17.00     |
| 130.2080.5342.000 | Garling Construction Inc       | Airport Metal Building Storm repair                | \$ | 17,779.18 |
| 132.4030.5342.000 | CONSTRUCT INC                  | Elks Park Improvement Project PRK21002 Construct   | \$ | 3,228.01  |
| 132.5020.5331.000 | Mobius Group                   | Repair of Shared Wall - 22 N 1st Ave               | \$ | 12,100.00 |
| 132.5020.5331.000 | Region 6 Resource Partners     | CDBG Food Box Grant, 125 (final)                   | \$ | 443.00    |
| 140.4030.5342.000 | Carrico Aquatic Resources Inc  | BECS equipment                                     | \$ | 1,000.00  |
| 140.4030.5450.000 | First Interstate Bank          | Parks internet                                     | \$ | 129.95    |
| 140.4030.5718.000 | MENARDS                        | 3000 Watt inverter                                 | \$ | 799.00    |
| 140.4041.5600.000 | First Interstate Bank          | Wayward Social - Special Olympics bowling          | \$ | 35.00     |
| 140.4041.5600.000 | First Interstate Bank          | Wayward Social special olympics bowling            | \$ | 64.00     |
| 140.4041.5600.000 | First Interstate Bank          | Wayward social special olympic bowling             | \$ | 21.00     |
| 142.4030.5481.000 | ALLIANT ENERGY                 | 800 S 6TH ST                                       | \$ | 459.45    |
| 149.2900.5331.600 | MARSHALLTOWN WATER WORKS       | MWW Well 15 Power Line Improvement FEMA Cat F 90%  | \$ | 88,717.07 |
| 151.1010.5230.000 | YSS Grants Billing             | Cell Phone Reimbursement                           | \$ | 90.00     |
| 151.1010.5230.000 | YSS Grants Billing             | Community Advocates                                | \$ | 9,685.46  |
| 151.1010.5230.000 | YSS Grants Billing             | Benefits                                           | \$ | 2,421.37  |
| 151.1010.5331.000 | MARSHALL COUNTY AUDITOR        | Byrne Justice GrantComputer equipmentForSquad Cars | \$ | 8,120.00  |

|                   |                                   |                              |    |        |
|-------------------|-----------------------------------|------------------------------|----|--------|
| 152.1010.5280.000 | First Interstate Bank             | GOTO MEETING                 | \$ | 16.00  |
| 152.1010.5465.000 | First Interstate Bank             | Airport Holiday Inn          | \$ | 369.60 |
| 153.1010.5230.000 | MARSHALL COUNTY SHERIFF           | Rodeo/ concert security      | \$ | 320.00 |
| 153.1010.5460.000 | First Interstate Bank             | FIBNAA LUNCHEON REGISTRATION | \$ | 30.00  |
| 153.1010.5600.000 | First Interstate Bank             | DONATED HOSPITALITY          | \$ | 60.00  |
| 153.1010.5600.000 | ALLEN, RHONDA L                   | trunk or treat supplies      | \$ | 28.85  |
| 184.5030.5242.000 | ACKLEY HOUSING INC                | Housing Assistance Payment   | \$ | 78.00  |
| 184.5030.5242.000 | ACKLEY HOUSING INC                | Housing Assistance Payment   | \$ | 250.00 |
| 184.5030.5242.000 | Alcala, Rigoberto                 | Housing Assistance Payment   | \$ | 329.00 |
| 184.5030.5242.000 | Alejo, Jerry                      | Housing Assistance Payment   | \$ | 183.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 348.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 223.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 515.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 327.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 327.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 175.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 327.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 333.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 327.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 326.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 323.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 315.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 327.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 312.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 171.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 106.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 308.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 307.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 302.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 296.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 160.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 60.00  |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 333.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 263.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 241.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 327.00 |
| 184.5030.5242.000 | AMES, STEVEN                      | Housing Assistance Payment   | \$ | 208.00 |
| 184.5030.5242.000 | Barnes, Lonnie                    | Housing Assistance Payment   | \$ | 274.00 |
| 184.5030.5242.000 | BJ&J LLC                          | Housing Assistance Payment   | \$ | 265.00 |
| 184.5030.5242.000 | BLOOD, ALEX                       | Housing Assistance Payment   | \$ | 413.00 |
| 184.5030.5242.000 | Borota, Kent                      | Housing Assistance Payment   | \$ | 308.00 |
| 184.5030.5242.000 | Borota, Kent                      | Housing Assistance Payment   | \$ | 272.00 |
| 184.5030.5242.000 | BOULDER COOPERATIVE HOUSING ASSN  | Housing Assistance Payment   | \$ | 299.00 |
| 184.5030.5242.000 | BOULDER COOPERATIVE HOUSING ASSN  | Housing Assistance Payment   | \$ | 625.00 |
| 184.5030.5242.000 | BRODIN, CHRIS                     | Housing Assistance Payment   | \$ | 114.00 |
| 184.5030.5242.000 | Buchanan, Steven                  | Housing Assistance Payment   | \$ | 252.00 |
| 184.5030.5242.000 | Buckaroo LLC                      | Housing Assistance Payment   | \$ | 468.00 |
| 184.5030.5242.000 | Buckaroo LLC                      | Housing Assistance Payment   | \$ | 373.00 |
| 184.5030.5242.000 | Burr, Robert                      | Housing Assistance Payment   | \$ | 374.00 |
| 184.5030.5242.000 | Burr, Robert                      | Housing Assistance Payment   | \$ | 140.00 |
| 184.5030.5242.000 | CENTRAL IOWA RESIDENTIAL SERV INC | Housing Assistance Payment   | \$ | 66.00  |
| 184.5030.5242.000 | CENTRAL IOWA RESIDENTIAL SERV INC | Housing Assistance Payment   | \$ | 73.00  |
| 184.5030.5242.000 | CENTRAL IOWA RESIDENTIAL SERV INC | Housing Assistance Payment   | \$ | 93.00  |
| 184.5030.5242.000 | CENTRAL IOWA RESIDENTIAL SERV INC | Housing Assistance Payment   | \$ | 102.00 |
| 184.5030.5242.000 | CENTRAL IOWA RESIDENTIAL SERV INC | Housing Assistance Payment   | \$ | 108.00 |
| 184.5030.5242.000 | CENTRAL IOWA RESIDENTIAL SERV INC | Housing Assistance Payment   | \$ | 110.00 |
| 184.5030.5242.000 | CENTRAL IOWA RESIDENTIAL SERV INC | Housing Assistance Payment   | \$ | 112.00 |
| 184.5030.5242.000 | CENTRAL IOWA RESIDENTIAL SERV INC | Housing Assistance Payment   | \$ | 123.00 |
| 184.5030.5242.000 | Charlier, Quinten                 | Housing Assistance Payment   | \$ | 129.00 |
| 184.5030.5242.000 | Chedester, James                  | Housing Assistance Payment   | \$ | 400.00 |
| 184.5030.5242.000 | CMHC Investments LLC              | Housing Assistance Payment   | \$ | 230.00 |
| 184.5030.5242.000 | Colson, Mary                      | Housing Assistance Payment   | \$ | 503.00 |
| 184.5030.5242.000 | Colson, Mary                      | Housing Assistance Payment   | \$ | 238.00 |
| 184.5030.5242.000 | D & D RENTALS INC                 | Housing Assistance Payment   | \$ | 422.00 |

|                   |                                |                            |    |        |
|-------------------|--------------------------------|----------------------------|----|--------|
| 184.5030.5242.000 | D & D RENTALS INC              | Housing Assistance Payment | \$ | 311.00 |
| 184.5030.5242.000 | D & D RENTALS INC              | Housing Assistance Payment | \$ | 146.00 |
| 184.5030.5242.000 | D & D RENTALS INC              | Housing Assistance Payment | \$ | 434.00 |
| 184.5030.5242.000 | DATERS, TONI RAE               | Housing Assistance Payment | \$ | 549.00 |
| 184.5030.5242.000 | DC Brown Rentals               | Housing Assistance Payment | \$ | 494.00 |
| 184.5030.5242.000 | Ecklor, Shane                  | Housing Assistance Payment | \$ | 298.00 |
| 184.5030.5242.000 | ELWAYNE INC                    | Housing Assistance Payment | \$ | 297.00 |
| 184.5030.5242.000 | ELWAYNE INC                    | Housing Assistance Payment | \$ | 514.00 |
| 184.5030.5242.000 | ELWAYNE INC                    | Housing Assistance Payment | \$ | 176.00 |
| 184.5030.5242.000 | ELWAYNE INC                    | Housing Assistance Payment | \$ | 281.00 |
| 184.5030.5242.000 | Engel, Drew                    | Housing Assistance Payment | \$ | 220.00 |
| 184.5030.5242.000 | EPC LC                         | Housing Assistance Payment | \$ | 58.00  |
| 184.5030.5242.000 | EPC LC                         | Housing Assistance Payment | \$ | 281.00 |
| 184.5030.5242.000 | EPC LC                         | Housing Assistance Payment | \$ | 281.00 |
| 184.5030.5242.000 | EPC LC                         | Housing Assistance Payment | \$ | 282.00 |
| 184.5030.5242.000 | EPC LC                         | Housing Assistance Payment | \$ | 291.00 |
| 184.5030.5242.000 | EPM Iowa LLC                   | Housing Assistance Payment | \$ | 297.00 |
| 184.5030.5242.000 | ETTER, WILLIAM                 | Housing Assistance Payment | \$ | 482.00 |
| 184.5030.5242.000 | EUBANKS, CHAD                  | Housing Assistance Payment | \$ | 284.00 |
| 184.5030.5242.000 | Ferneau, Gary                  | Housing Assistance Payment | \$ | 512.00 |
| 184.5030.5242.000 | FRESE PROPERTIES LLC           | Housing Assistance Payment | \$ | 292.00 |
| 184.5030.5242.000 | FRIENDLY VALLEY APARTMENTS INC | Housing Assistance Payment | \$ | 121.00 |
| 184.5030.5242.000 | FRIENDLY VALLEY APARTMENTS INC | Housing Assistance Payment | \$ | 69.00  |
| 184.5030.5242.000 | FRIENDLY VALLEY APARTMENTS INC | Housing Assistance Payment | \$ | 120.00 |
| 184.5030.5242.000 | Gonzales, Gilbert              | Housing Assistance Payment | \$ | 110.00 |
| 184.5030.5242.000 | Gorrell, Joseph                | Housing Assistance Payment | \$ | 430.00 |
| 184.5030.5242.000 | GRAY, DENNIS                   | Housing Assistance Payment | \$ | 900.00 |
| 184.5030.5242.000 | GRAY, DENNIS                   | Housing Assistance Payment | \$ | 478.00 |
| 184.5030.5242.000 | GRAY, DENNIS                   | Housing Assistance Payment | \$ | 413.00 |
| 184.5030.5242.000 | Gutierrez, Humberto Fabian     | Housing Assistance Payment | \$ | 275.00 |
| 184.5030.5242.000 | HALA, JANET                    | Housing Assistance Payment | \$ | 722.00 |
| 184.5030.5242.000 | HALA, JANET                    | Housing Assistance Payment | \$ | 275.00 |
| 184.5030.5242.000 | HALA, JANET                    | Housing Assistance Payment | \$ | 172.00 |
| 184.5030.5242.000 | HALA, JANET                    | Housing Assistance Payment | \$ | 54.00  |
| 184.5030.5242.000 | HALA, JANET                    | Housing Assistance Payment | \$ | 70.00  |
| 184.5030.5242.000 | HARRIS, TOM                    | Housing Assistance Payment | \$ | 324.00 |
| 184.5030.5242.000 | HATCH, Roger                   | Housing Assistance Payment | \$ | 201.00 |
| 184.5030.5242.000 | HATCH, Roger                   | Housing Assistance Payment | \$ | 234.00 |
| 184.5030.5242.000 | HATCH, Roger                   | Housing Assistance Payment | \$ | 373.00 |
| 184.5030.5242.000 | HATCH, Roger                   | Housing Assistance Payment | \$ | 875.00 |
| 184.5030.5242.000 | HILLTOP VILLAGE INC            | Housing Assistance Payment | \$ | 126.00 |
| 184.5030.5242.000 | HILLTOP VILLAGE INC            | Housing Assistance Payment | \$ | 188.00 |
| 184.5030.5242.000 | HILLTOP VILLAGE INC            | Housing Assistance Payment | \$ | 190.00 |
| 184.5030.5242.000 | HILLTOP VILLAGE INC            | Housing Assistance Payment | \$ | 231.00 |
| 184.5030.5242.000 | Hinmon, Linda                  | Housing Assistance Payment | \$ | 260.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 237.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 382.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 225.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 350.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 316.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 300.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 247.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 247.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 277.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 549.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 439.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 416.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 112.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 92.00  |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 250.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 257.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 44.00  |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 261.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP   | Housing Assistance Payment | \$ | 270.00 |

|                   |                                  |                            |    |        |
|-------------------|----------------------------------|----------------------------|----|--------|
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP     | Housing Assistance Payment | \$ | 136.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP     | Housing Assistance Payment | \$ | 148.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP     | Housing Assistance Payment | \$ | 219.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP     | Housing Assistance Payment | \$ | 388.00 |
| 184.5030.5242.000 | HISTORIC TALLCORN TOWERS LLP     | Housing Assistance Payment | \$ | 222.00 |
| 184.5030.5242.000 | HOWARD, JAMMIE                   | Housing Assistance Payment | \$ | 206.00 |
| 184.5030.5242.000 | HUBBARD MAPLE ST APTS, LLC       | Housing Assistance Payment | \$ | 181.00 |
| 184.5030.5242.000 | Ibarra, Mayra                    | Housing Assistance Payment | \$ | 172.00 |
| 184.5030.5242.000 | JB I COOP ASSOCIATION            | Housing Assistance Payment | \$ | 160.00 |
| 184.5030.5242.000 | JB I COOP ASSOCIATION            | Housing Assistance Payment | \$ | 276.00 |
| 184.5030.5242.000 | JB I COOP ASSOCIATION            | Housing Assistance Payment | \$ | 372.00 |
| 184.5030.5242.000 | JB I COOP ASSOCIATION            | Housing Assistance Payment | \$ | 397.00 |
| 184.5030.5242.000 | JB I COOP ASSOCIATION            | Housing Assistance Payment | \$ | 403.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 20.00  |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 111.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 120.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 121.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 137.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 368.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 374.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 289.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 298.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 299.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 136.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 327.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 343.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 349.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 191.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 195.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 217.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 249.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 252.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 257.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 142.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 142.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 149.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 153.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 162.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 168.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 341.00 |
| 184.5030.5242.000 | JUDGE, MIKE                      | Housing Assistance Payment | \$ | 631.00 |
| 184.5030.5242.000 | Kading Properties LLC            | Housing Assistance Payment | \$ | 759.00 |
| 184.5030.5242.000 | Klinefelter, Richard J           | Housing Assistance Payment | \$ | 450.00 |
| 184.5030.5242.000 | KRAMER, Marsha                   | Housing Assistance Payment | \$ | 218.00 |
| 184.5030.5242.000 | LAWSON, RODNEY W                 | Housing Assistance Payment | \$ | 49.00  |
| 184.5030.5242.000 | LAWTHERS PROPERTY MANAGEMENT     | Housing Assistance Payment | \$ | 222.00 |
| 184.5030.5242.000 | LBO INVESTMENTS                  | Housing Assistance Payment | \$ | 478.00 |
| 184.5030.5242.000 | LBO INVESTMENTS                  | Housing Assistance Payment | \$ | 467.00 |
| 184.5030.5242.000 | Lopez, Jaime                     | Housing Assistance Payment | \$ | 395.00 |
| 184.5030.5242.000 | Luense, Brant                    | Housing Assistance Payment | \$ | 525.00 |
| 184.5030.5242.000 | Luense, Brant                    | Housing Assistance Payment | \$ | 727.00 |
| 184.5030.5242.000 | Luense, Brant                    | Housing Assistance Payment | \$ | 498.00 |
| 184.5030.5242.000 | Luense, Brant                    | Housing Assistance Payment | \$ | 474.00 |
| 184.5030.5242.000 | Luense, Brant                    | Housing Assistance Payment | \$ | 358.00 |
| 184.5030.5242.000 | Luense, Brant                    | Housing Assistance Payment | \$ | 352.00 |
| 184.5030.5242.000 | Luense, Brant                    | Housing Assistance Payment | \$ | 264.00 |
| 184.5030.5242.000 | Luense, Brant                    | Housing Assistance Payment | \$ | 109.00 |
| 184.5030.5242.000 | Mansager, Cynthia                | Housing Assistance Payment | \$ | 370.00 |
| 184.5030.5242.000 | Manship, Wyatt                   | Housing Assistance Payment | \$ | 804.00 |
| 184.5030.5242.000 | Marion Manor 2                   | Housing Assistance Payment | \$ | 559.00 |
| 184.5030.5242.000 | Marshalltown Lofts, LLC          | Housing Assistance Payment | \$ | 527.00 |
| 184.5030.5242.000 | Marshalltown Lofts, LLC          | Housing Assistance Payment | \$ | 297.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 137.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 208.00 |

|                   |                                  |                            |    |        |
|-------------------|----------------------------------|----------------------------|----|--------|
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 403.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 296.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 291.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 255.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 227.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 564.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 494.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 489.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 437.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 120.00 |
| 184.5030.5242.000 | MARSHALLTOWN SENIOR RESIDENCES L | Housing Assistance Payment | \$ | 418.00 |
| 184.5030.5242.000 | Moore, Michelle                  | Housing Assistance Payment | \$ | 426.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 327.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 350.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 268.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 278.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 280.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 282.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 303.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 313.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 220.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 235.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 242.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 264.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 268.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 268.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 321.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 318.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 313.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 121.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 163.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 194.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 196.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 203.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 219.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 408.00 |
| 184.5030.5242.000 | MTOWN/WESTOWN LLLP               | Housing Assistance Payment | \$ | 317.00 |
| 184.5030.5242.000 | Nelson, LaNeal                   | Housing Assistance Payment | \$ | 288.00 |
| 184.5030.5242.000 | NORTH TAMA HOUSING, INC          | Housing Assistance Payment | \$ | 157.00 |
| 184.5030.5242.000 | OETKER, DEBRA                    | Housing Assistance Payment | \$ | 238.00 |
| 184.5030.5242.000 | OETKER, DEBRA                    | Housing Assistance Payment | \$ | 135.00 |
| 184.5030.5242.000 | PALISADE HOLDING CO              | Housing Assistance Payment | \$ | 76.00  |
| 184.5030.5242.000 | Pilot Creek Properties           | Housing Assistance Payment | \$ | 120.00 |
| 184.5030.5242.000 | Pizano-Cisneros, Angel           | Housing Assistance Payment | \$ | 411.00 |
| 184.5030.5242.000 | Premier Iowa City IA LLC         | Housing Assistance Payment | \$ | 208.00 |
| 184.5030.5242.000 | Premier Iowa City IA LLC         | Housing Assistance Payment | \$ | 348.00 |
| 184.5030.5242.000 | Premier Iowa City IA LLC         | Housing Assistance Payment | \$ | 350.00 |
| 184.5030.5242.000 | Premier Iowa City IA LLC         | Housing Assistance Payment | \$ | 369.00 |
| 184.5030.5242.000 | Premier Iowa City IA LLC         | Housing Assistance Payment | \$ | 704.00 |
| 184.5030.5242.000 | Premier Iowa City IA LLC         | Housing Assistance Payment | \$ | 764.00 |
| 184.5030.5242.000 | Premier Iowa City IA LLC         | Housing Assistance Payment | \$ | 168.00 |
| 184.5030.5242.000 | Premier Real Estate Mgmnt        | Housing Assistance Payment | \$ | 695.00 |
| 184.5030.5242.000 | Premier Real Estate Mgmnt        | Housing Assistance Payment | \$ | 580.00 |
| 184.5030.5242.000 | Premier Real Estate Mgmnt        | Housing Assistance Payment | \$ | 530.00 |
| 184.5030.5242.000 | Premier Real Estate Mgmnt        | Housing Assistance Payment | \$ | 302.00 |
| 184.5030.5242.000 | Premier Real Estate Mgmnt        | Housing Assistance Payment | \$ | 177.00 |
| 184.5030.5242.000 | Premier Real Estate Mgmnt        | Housing Assistance Payment | \$ | 136.00 |
| 184.5030.5242.000 | Premier Real Estate Mgmnt        | Housing Assistance Payment | \$ | 721.00 |
| 184.5030.5242.000 | Pyramind Property Solutions Inc  | Housing Assistance Payment | \$ | 349.00 |
| 184.5030.5242.000 | Pyramind Property Solutions Inc  | Housing Assistance Payment | \$ | 354.00 |
| 184.5030.5242.000 | Pyramind Property Solutions Inc  | Housing Assistance Payment | \$ | 361.00 |
| 184.5030.5242.000 | R & A RENTAL PROPERTIES LLC      | Housing Assistance Payment | \$ | 478.00 |
| 184.5030.5242.000 | RD TOLEDO LLP                    | Housing Assistance Payment | \$ | 834.00 |
| 184.5030.5242.000 | REED, TONY                       | Housing Assistance Payment | \$ | 570.00 |



|                   |                                      |                                                   |    |              |
|-------------------|--------------------------------------|---------------------------------------------------|----|--------------|
| 184.5030.5242.000 | REED, TONY                           | Housing Assistance Payment                        | \$ | 560.00       |
| 184.5030.5242.000 | REED, TONY                           | Housing Assistance Payment                        | \$ | 262.00       |
| 184.5030.5242.000 | REED, TONY                           | Housing Assistance Payment                        | \$ | 437.00       |
| 184.5030.5242.000 | REED, TONY                           | Housing Assistance Payment                        | \$ | 408.00       |
| 184.5030.5242.000 | RIVER BIRCH APTS                     | Housing Assistance Payment                        | \$ | 29.00        |
| 184.5030.5242.000 | RIVER BIRCH APTS                     | Housing Assistance Payment                        | \$ | 345.00       |
| 184.5030.5242.000 | RIVER BIRCH APTS                     | Housing Assistance Payment                        | \$ | 595.00       |
| 184.5030.5242.000 | RIVER OAKS APARTMENTS                | Housing Assistance Payment                        | \$ | 317.00       |
| 184.5030.5242.000 | RIVER OAKS APARTMENTS                | Housing Assistance Payment                        | \$ | 286.00       |
| 184.5030.5242.000 | RIVER OAKS APARTMENTS                | Housing Assistance Payment                        | \$ | 201.00       |
| 184.5030.5242.000 | RIVER OAKS APARTMENTS                | Housing Assistance Payment                        | \$ | 180.00       |
| 184.5030.5242.000 | RIVER OAKS APARTMENTS                | Housing Assistance Payment                        | \$ | 755.00       |
| 184.5030.5242.000 | RIVER OAKS APARTMENTS                | Housing Assistance Payment                        | \$ | 515.00       |
| 184.5030.5242.000 | RIVER OAKS APARTMENTS                | Housing Assistance Payment                        | \$ | 485.00       |
| 184.5030.5242.000 | S & E INVESTMENT LLC                 | Housing Assistance Payment                        | \$ | 187.00       |
| 184.5030.5242.000 | SCHMIDT, Michael T                   | Housing Assistance Payment                        | \$ | 30.00        |
| 184.5030.5242.000 | SESKER, RICK                         | Housing Assistance Payment                        | \$ | 189.00       |
| 184.5030.5242.000 | Squire, Bert                         | Housing Assistance Payment                        | \$ | 177.00       |
| 184.5030.5242.000 | SS & R Properties LLC                | Housing Assistance Payment                        | \$ | 136.00       |
| 184.5030.5242.000 | Steffensen, Gary                     | Housing Assistance Payment                        | \$ | 290.00       |
| 184.5030.5242.000 | SUNRISE APARTMENTS, INC              | Housing Assistance Payment                        | \$ | 116.00       |
| 184.5030.5242.000 | Swift, Scott                         | Housing Assistance Payment                        | \$ | 358.00       |
| 184.5030.5242.000 | Town Apartments Corporation          | Housing Assistance Payment                        | \$ | 82.00        |
| 184.5030.5242.000 | Town Apartments Corporation          | Housing Assistance Payment                        | \$ | 128.00       |
| 184.5030.5242.000 | Walker, Angela                       | Housing Assistance Payment                        | \$ | 282.00       |
| 184.5030.5242.000 | WEATHERLY, ERIN & BOB                | Housing Assistance Payment                        | \$ | 221.00       |
| 184.5030.5242.000 | WEB III Investments LLC              | Housing Assistance Payment                        | \$ | 450.00       |
| 184.5030.5242.000 | White, Amalia                        | Housing Assistance Payment                        | \$ | 505.00       |
| 184.5030.5242.000 | Worent Inc                           | Housing Assistance Payment                        | \$ | 143.00       |
| 184.5030.5242.000 | Worsfold Farm LLC                    | Housing Assistance Payment                        | \$ | 384.00       |
| 184.5030.5246.000 | Aponte, Miguel                       | Housing Assistance Payment                        | \$ | 27.00        |
| 184.5030.5246.000 | Goken, Briana                        | Housing Assistance Payment                        | \$ | 7.00         |
| 184.5030.5246.000 | Kastein, Elizabeth                   | Housing Assistance Payment                        | \$ | 38.00        |
| 184.5030.5246.000 | Ramirez, Juana                       | Housing Assistance Payment                        | \$ | 31.00        |
| 184.5030.5246.000 | Samuel, Twyna                        | Housing Assistance Payment                        | \$ | 68.00        |
| 184.5030.5246.000 | Schmudlach, Cody                     | Housing Assistance Payment                        | \$ | 10.00        |
| 184.5030.5246.000 | Shattuck, Tracy                      | Housing Assistance Payment                        | \$ | 10.00        |
| 184.5030.5246.000 | Vung, Cing                           | Housing Assistance Payment                        | \$ | 63.00        |
| 184.5030.5246.000 | Werner, Jessica                      | Housing Assistance Payment                        | \$ | 13.00        |
| 184.5030.5246.000 | Wilson, Ranae                        | Housing Assistance Payment                        | \$ | 13.00        |
| 184.5030.5342.000 | IOWA DEPT OF INSPECTIONS & APPEALS   | July to September 2022 investigations             | \$ | 324.20       |
| 184.5030.5342.000 | Marshalltown Lofts, LLC              | Housing Assistance Payment                        | \$ | 564.00       |
| 184.5030.5344.000 | KOCH Office Group                    | Housing copies and contract                       | \$ | 77.63        |
| 184.5030.5344.000 | Stericycle Inc                       | Housing and PD Services                           | \$ | 42.80        |
| 184.5030.5344.000 | Stericycle Inc                       | Housing and PD shredding                          | \$ | 42.80        |
| 184.5030.5360.000 | First Interstate Bank                | Endicia- postage                                  | \$ | 300.00       |
| 184.5030.5360.000 | First Interstate Bank                | Endicia fee                                       | \$ | 9.95         |
| 184.5030.5450.000 | First Interstate Bank                | Verizon - Housing cell phones                     | \$ | 69.14        |
| 184.5030.5450.000 | CENTURYLINK                          | ALL PHONE LINES                                   | \$ | 19.27        |
| 184.5030.5450.000 | CENTURYLINK                          | TRUNK LINES                                       | \$ | 17.17        |
| 184.5030.5450.000 | CENTURYLINK                          | TRUNK LINES                                       | \$ | 17.17        |
| 184.5030.5605.000 | Sho Biz Inc dba Minuteman            | recycled desk pads                                | \$ | 13.86        |
| 189.3040.5450.000 | CENTURYLINK                          | ALL PHONE LINES                                   | \$ | 9.63         |
| 189.3040.5450.000 | CENTURYLINK                          | TRUNK LINES                                       | \$ | 8.59         |
| 189.3040.5450.000 | CENTURYLINK                          | TRUNK LINES                                       | \$ | 8.59         |
| 189.3040.5605.000 | Sho Biz Inc dba Minuteman            | recycled desk pads                                | \$ | 6.93         |
| 311.2012.5233.000 | Bolton & Menk Inc                    | Construction Services                             | \$ | 15,730.00    |
| 311.2012.5233.000 | CONSTRUCT INC                        | STR19003 Edgewood Street Extension                | \$ | 1,320,462.96 |
| 312.2080.5342.000 | Nagle Signs Inc                      | Airport Monument Sign, Runway logo & letters      | \$ | 6,045.33     |
| 312.2080.5348.000 | B&G HVAC INC                         | Airport Sanitary Sewer Bjelland/B&G Video Inspect | \$ | 642.00       |
| 312.2080.5348.000 | Garling Construction Inc             | ARP19001 Hangar Reskin                            | \$ | 16,245.00    |
| 340.4030.5233.000 | CALHOUN-BURNS AND ASSOCIATES, INC    | TRL17002 Iowa River's Edge Trail                  | \$ | 1,178.40     |
| 355.1075.5264.000 | Lansing Brothers Construction Co Inc | Demolition 330 South 3rd Avenue                   | \$ | 26,450.00    |
| 355.1075.5440.000 | MARSHALL COUNTY TREASURER            | 20 E Main St taxes prior to city owning property  | \$ | 1,346.00     |

|                   |                                          |                                                    |    |           |
|-------------------|------------------------------------------|----------------------------------------------------|----|-----------|
| 362.2012.5233.000 | Bolton & Menk Inc                        | Professional Services - UPRR Quiet Zone Creation   | \$ | 6,615.00  |
| 363.2010.5342.000 | Ciro DiIorio Masonry & Landscaping LLC   | STR20004 18th Ave Slab Repair                      | \$ | 47,516.03 |
| 363.2010.5600.000 | Coleman Moore Co                         | Propex and Tensar                                  | \$ | 4,624.60  |
| 363.2010.5600.000 | LOGAN CONTRACTORS SUPPLY INC             | 5/8 x 18" dowels                                   | \$ | 2,450.00  |
| 363.2010.5600.000 | SPAHN & ROSE LUMBER CO                   | extension cord                                     | \$ | 79.67     |
| 363.2010.5600.000 | SPAHN & ROSE LUMBER CO                   | 18" stakes, lap siding                             | \$ | 36.13     |
| 363.2010.5617.000 | CTI Ready Mix Inc                        | 1501 Summit St                                     | \$ | 1,904.11  |
| 363.2010.5617.000 | CTI Ready Mix Inc                        | Summit St & 9th St                                 | \$ | 2,489.99  |
| 363.2010.5617.000 | CTI Ready Mix Inc                        | Summit St & 9th St                                 | \$ | 1,171.76  |
| 363.2012.5233.000 | Bolton & Menk Inc                        | Professional Services - State Street Reconstructio | \$ | 692.00    |
| 389.1010.5230.000 | YSS Grants Billing                       | YSS MPACT Services                                 | \$ | 7,036.16  |
| 610.8015.5132.000 | First Interstate Bank                    | EMPLOYEE WINTER GEAR                               | \$ | 189.99    |
| 610.8015.5132.000 | First Interstate Bank                    | EMPLOYEE BOOTS,CLOTH                               | \$ | 199.98    |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5151.000 | WOLFE EYE CLINIC P C                     | eye exam                                           | \$ | 35.00     |
| 610.8015.5220.000 | MARSHALLTOWN WATER WORKS                 | Sanitary Collections Costs                         | \$ | 8,095.43  |
| 610.8015.5280.000 | First Interstate Bank                    | WEF MEMBRSH P RENEW                                | \$ | 160.00    |
| 610.8015.5342.000 | First Interstate Bank                    | USED OIL RECYCLING                                 | \$ | 462.50    |
| 610.8015.5342.000 | MARSHALL COUNTY LANDFILL                 | SBR construction debris                            | \$ | 50.45     |
| 610.8015.5342.000 | STONE SANITATION                         | Waste Plant                                        | \$ | 118.78    |
| 610.8015.5342.000 | STONE SANITATION                         | October 2022 Grit/ Screening removal               | \$ | 436.82    |
| 610.8015.5344.000 | XEROX CORPORATION                        | October 2022 Xerox & copies                        | \$ | 40.43     |
| 610.8015.5347.000 | BDH INFORMATION TECHNOLOGY LLC           | Backup Veeam WPCP                                  | \$ | 19.40     |
| 610.8015.5360.000 | First Interstate Bank                    | SHIP SAMPLE KEYSTONE                               | \$ | 11.65     |
| 610.8015.5360.000 | First Interstate Bank                    | SHIP COD REACTOR RPR                               | \$ | 68.61     |
| 610.8015.5380.000 | SCHARNWEBER WATER CONDITIONING I         | October 2022 water softener lease                  | \$ | 27.00     |
| 610.8015.5386.000 | Grewell Lawn & Snow Removal Services LLC | 09-30-22 mowing service WPCP                       | \$ | 325.00    |
| 610.8015.5410.000 | First Interstate Bank                    | LAB CALIBRATION SRVCE                              | \$ | 112.00    |
| 610.8015.5410.000 | HAWKEYE TRUCK EQUIPMENT INC              | light bar, strobes, freight, installation labor    | \$ | 300.00    |
| 610.8015.5410.000 | VANWALL EQUIPMENT INC                    | service repair - Polaris 570 clutch                | \$ | 1,053.13  |
| 610.8015.5450.000 | First Interstate Bank                    | OCT 2022 MEDIACOM                                  | \$ | 75.00     |
| 610.8015.5450.000 | CENTURYLINK                              | WPCP Backup Analog 752-9779                        | \$ | 80.18     |
| 610.8015.5450.000 | CENTURYLINK                              | ALL PHONE LINES                                    | \$ | 28.90     |
| 610.8015.5450.000 | CENTURYLINK                              | TRUNK LINES                                        | \$ | 25.76     |
| 610.8015.5450.000 | CENTURYLINK                              | TRUNK LINES                                        | \$ | 25.76     |
| 610.8015.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(        | Direct connection internet PW/WPCP                 | \$ | 430.92    |
| 610.8015.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(        | WPCP                                               | \$ | 42.57     |
| 610.8015.5483.000 | MARSHALLTOWN WATER WORKS                 | October 2022 Plant water usage                     | \$ | 548.79    |
| 610.8015.5565.000 | First Interstate Bank                    | RANGER BATTERY                                     | \$ | 74.00     |
| 610.8015.5565.000 | First Interstate Bank                    | 2022 RAM BED LINER                                 | \$ | 529.00    |
| 610.8015.5565.000 | First Interstate Bank                    | VEHICLE OIL, WS WASH                               | \$ | 82.86     |
| 610.8015.5565.000 | HAWKEYE TRUCK EQUIPMENT INC              | light bar, strobes, freight, installation labor    | \$ | 715.39    |
| 610.8015.5570.000 | First Interstate Bank                    | FUEL - TANK NO ETHANOL                             | \$ | 150.00    |
| 610.8015.5570.000 | First Interstate Bank                    | FUEL - TANK NO ETHANOL                             | \$ | 116.94    |
| 610.8015.5570.000 | MARSHALL COUNTY ENGINEER                 | Fuel purchases from County                         | \$ | 408.83    |
| 610.8015.5600.000 | First Interstate Bank                    | CAT OIL FILTER                                     | \$ | 41.63     |
| 610.8015.5600.000 | First Interstate Bank                    | LATCH KITS                                         | \$ | 86.66     |
| 610.8015.5600.000 | First Interstate Bank                    | VENT FAN BELTS                                     | \$ | 40.08     |
| 610.8015.5600.000 | First Interstate Bank                    | PIPE REPAIR KITS                                   | \$ | 121.04    |
| 610.8015.5600.000 | First Interstate Bank                    | CLOROX, SPONGES                                    | \$ | 25.20     |
| 610.8015.5600.000 | First Interstate Bank                    | JACK, HOSE CLAMPS                                  | \$ | 298.90    |
| 610.8015.5600.000 | First Interstate Bank                    | ANTIFREEZE,TAPE,OIL                                | \$ | 58.95     |
| 610.8015.5600.000 | First Interstate Bank                    | LIGHT, AA BATTERIES                                | \$ | 49.57     |
| 610.8015.5600.000 | First Interstate Bank                    | OIL FILTER WRENCH                                  | \$ | 9.99      |
| 610.8015.5600.000 | First Interstate Bank                    | CPLR KIT,CHUCK,OVRBTS                              | \$ | 209.44    |
| 610.8015.5600.000 | First Interstate Bank                    | TOTES,ORGNZRS,SHOP                                 | \$ | 109.96    |
| 610.8015.5600.000 | First Interstate Bank                    | LNDRY,CLNG,PLBG SUPP.                              | \$ | 71.63     |

|                   |                                      |                                                    |    |           |
|-------------------|--------------------------------------|----------------------------------------------------|----|-----------|
| 610.8015.5600.000 | First Interstate Bank                | SBR TANK CLNG SUPP.                                | \$ | 102.95    |
| 610.8015.5600.000 | First Interstate Bank                | WATER SOFTENER SALT                                | \$ | 377.37    |
| 610.8015.5600.000 | First Interstate Bank                | ROPE                                               | \$ | 15.99     |
| 610.8015.5600.000 | First Interstate Bank                | SS SCH 40 NIPPLES                                  | \$ | 23.53     |
| 610.8015.5600.000 | First Interstate Bank                | PUMICE,FLEX TAPE,SPRAY                             | \$ | 117.57    |
| 610.8015.5600.000 | First Interstate Bank                | SBR PH SENSOR                                      | \$ | 1,562.43  |
| 610.8015.5600.000 | First Interstate Bank                | SOLUTION, SALT BRIDGE                              | \$ | 214.30    |
| 610.8015.5600.000 | First Interstate Bank                | SCREWDRIVERS,FLEX TPE                              | \$ | 23.44     |
| 610.8015.5600.000 | CROP RITE INC                        | lawn supplies - Grazon                             | \$ | 660.00    |
| 610.8015.5600.000 | FASTENAL COMPANY                     | WPCP operating supplies - safety hat, glasses      | \$ | 26.17     |
| 610.8015.5603.000 | First Interstate Bank                | LAB ANALYSIS                                       | \$ | 230.64    |
| 610.8015.5603.000 | ENVIRONMENTAL RESOURCE ASSOC INC     | lab analysis- trace metals                         | \$ | 170.29    |
| 610.8015.5603.000 | Eurofins TestAmerica                 | lab analysis - SBR #2 Ecoli                        | \$ | 128.20    |
| 610.8015.5603.000 | KEYSTONE LAB INC                     | lab analysis Dig #3                                | \$ | 70.50     |
| 610.8015.5603.000 | MIDLAND SCIENTIFIC INC               | lab supplies - nitrate interference                | \$ | 107.45    |
| 610.8015.5603.000 | MIDLAND SCIENTIFIC INC               | lab supplies - powder pillows                      | \$ | 97.08     |
| 610.8015.5603.000 | MIDLAND SCIENTIFIC INC               | lab supplies - A-1 tubes                           | \$ | 44.19     |
| 610.8015.5603.000 | MIDLAND SCIENTIFIC INC               | lab supplies - Hydrogen peroxide                   | \$ | 186.88    |
| 610.8015.5603.000 | MIDLAND SCIENTIFIC INC               | lab supplies - optimum results solution            | \$ | 184.28    |
| 610.8015.5603.000 | MIDLAND SCIENTIFIC INC               | lab supplies - BOD Bottles                         | \$ | 420.29    |
| 610.8015.5605.000 | First Interstate Bank                | LETTERHEAD                                         | \$ | 97.50     |
| 610.8015.5718.000 | Mellen & Associates Inc              | North tunnel bray positioner replacement           | \$ | 2,520.83  |
| 610.8015.5750.000 | NIKKEL & ASSOCIATES INC              | WPC Capacitor                                      | \$ | 22,732.38 |
| 610.8015.5980.000 | Lolwing, Bryan                       | Sewer refund 2022- outside faucet break            | \$ | 2,727.47  |
| 610.8015.5980.000 | Warner, Sharon                       | Sewer refund 2022 - landscaping                    | \$ | 34.18     |
| 610.8015.5980.000 | Yepez, Yadira                        | sewer refund 2022- sod/ pool                       | \$ | 115.10    |
| 610.8016.5132.000 | THEISENS SUPPLY INC                  | Sewer dept employee clothing exchange              | \$ | (3.00)    |
| 610.8016.5132.000 | THEISENS SUPPLY INC                  | Sewer dept employee clothing                       | \$ | 238.77    |
| 610.8016.5230.000 | IOWA ONE CALL                        | underground location services                      | \$ | 125.88    |
| 610.8016.5251.000 | MCGAHUEY, CHRISTOPHER T              | CDL License renewal                                | \$ | 39.30     |
| 610.8016.5344.000 | Backflow Prevention Services of Iowa | Annual inspection, clean, flush, retest            | \$ | 192.00    |
| 610.8016.5344.000 | IOWA FIRE EQUIPMENT COMPANY          | office service room special suppression inspection | \$ | 73.50     |
| 610.8016.5347.000 | WinCan LLC                           | Municipal sewer software 11/1/22-10/31/23          | \$ | 900.00    |
| 610.8016.5450.000 | CENTURYLINK                          | ALL PHONE LINES                                    | \$ | 11.56     |
| 610.8016.5450.000 | CENTURYLINK                          | TRUNK LINES                                        | \$ | 10.30     |
| 610.8016.5450.000 | CENTURYLINK                          | TRUNK LINES                                        | \$ | 10.30     |
| 610.8016.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(    | Direct connection internet PW/WPCP                 | \$ | 258.55    |
| 610.8016.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(    | WPCP                                               | \$ | 25.54     |
| 610.8016.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(    | PW Bldg                                            | \$ | 33.03     |
| 610.8016.5481.000 | ALLIANT ENERGY                       | 1511 Rolling Meadows Rd                            | \$ | 122.55    |
| 610.8016.5481.000 | ALLIANT ENERGY                       | S 2nd St cnr Player                                | \$ | 243.69    |
| 610.8016.5481.000 | ALLIANT ENERGY                       | N 22nd St                                          | \$ | 84.04     |
| 610.8016.5565.000 | MCATEE TIRE SALES & SERVICE INC      | Vactor front tires                                 | \$ | 1,105.94  |
| 610.8016.5565.000 | THEISENS SUPPLY INC                  | Sewer dept ball mount and adapter                  | \$ | 34.79     |
| 610.8016.5570.000 | MARSHALL COUNTY ENGINEER             | Fuel purchases from County                         | \$ | 68.19     |
| 610.8016.5570.000 | MARSHALL COUNTY ENGINEER             | Fuel purchases from County                         | \$ | 323.24    |
| 610.8016.5571.000 | MARSHALL COUNTY ENGINEER             | Fuel purchases from County                         | \$ | 229.48    |
| 610.8016.5600.000 | First Interstate Bank                | Sewer dept key lock box                            | \$ | 15.59     |
| 610.8016.5600.000 | First Interstate Bank                | soil probe                                         | \$ | 34.79     |
| 610.8016.5600.000 | First Interstate Bank                | marking applicator wand                            | \$ | 58.15     |
| 610.8016.5600.000 | First Interstate Bank                | phone case, drawer organizer                       | \$ | 54.35     |
| 610.8016.5600.000 | MACQUEEN EQUIPMENT                   | wheel hub repair kits for Envirosight camera       | \$ | 403.56    |
| 610.8016.5600.000 | MENARDS                              | Sewer dept Great Stuff foam spray                  | \$ | 35.96     |
| 610.8016.5600.000 | MENARDS                              | Furnace filters and pipe repair                    | \$ | 21.35     |
| 610.8016.5600.000 | MENARDS                              | plywood sheeting                                   | \$ | 94.78     |
| 610.8016.5600.000 | MENARDS                              | Sewer dept - Great Stuff foam                      | \$ | 35.96     |
| 610.8016.5776.000 | First Interstate Bank                | electrical supplies                                | \$ | 175.22    |
| 611.8016.4879.000 | MENARDS                              | Rebate 62994 59992                                 | \$ | (2.08)    |
| 615.8015.5233.000 | FOX ENGINEERING ASSOCIATES INC       | WPC21001 WPCP Headworks & Digester Improvements    | \$ | 7,038.00  |
| 615.8015.5233.000 | FOX ENGINEERING ASSOCIATES INC       | increase                                           | \$ | 4.94      |
| 616.8016.5348.000 | MUNICIPAL PIPE TOOL CO LLC           | SAN21001 2020 Sanitary Sewer CIPP to 9/1/22        | \$ | 89,688.64 |
| 690.8050.5132.000 | CITY LAUNDERING COMPANY              | uniform cleaning-Transit dept                      | \$ | 36.19     |
| 690.8050.5132.000 | CITY LAUNDERING COMPANY              | uniform cleaning-Transit dept                      | \$ | 36.19     |
| 690.8050.5151.000 | Occupational Medicine Plus PC        | physical and or immunizations                      | \$ | 179.00    |

|                   |                                      |                                                    |    |          |
|-------------------|--------------------------------------|----------------------------------------------------|----|----------|
| 690.8050.5210.000 | TIMES REPUBLICAN                     | Advertising                                        | \$ | 20.00    |
| 690.8050.5210.000 | Trending Media Inc                   | Transit advertising                                | \$ | 35.00    |
| 690.8050.5210.000 | Trending Media Inc                   | Transit advertising                                | \$ | 142.00   |
| 690.8050.5370.000 | Sho Biz Inc dba Minuteman            | One day passes                                     | \$ | 66.11    |
| 690.8050.5370.000 | Sho Biz Inc dba Minuteman            | Monthly bus pass tickets                           | \$ | 284.34   |
| 690.8050.5410.000 | Raven Creek Repair                   | Bus wheel and truck tires                          | \$ | 38.00    |
| 690.8050.5450.000 | CENTURYLINK                          | PW backup analog 641-752-4388                      | \$ | 32.07    |
| 690.8050.5450.000 | CENTURYLINK                          | ALL PHONE LINES                                    | \$ | 9.63     |
| 690.8050.5450.000 | CENTURYLINK                          | TRUNK LINES                                        | \$ | 8.59     |
| 690.8050.5450.000 | CENTURYLINK                          | TRUNK LINES                                        | \$ | 8.59     |
| 690.8050.5482.000 | WoodRiver Energy LLC                 | 905 E Main St                                      | \$ | 41.67    |
| 690.8050.5565.000 | ARNOLD MOTOR SUPPLY LLP              | return heater hoses                                | \$ | (17.92)  |
| 690.8050.5565.000 | ARNOLD MOTOR SUPPLY LLP              | Transit battery cleaners                           | \$ | 8.58     |
| 690.8050.5565.000 | ARNOLD MOTOR SUPPLY LLP              | safety stride heater hoses                         | \$ | 17.56    |
| 690.8050.5565.000 | ARNOLD MOTOR SUPPLY LLP              | hose and clamps                                    | \$ | 18.78    |
| 690.8050.5565.000 | CUMMINS Sales & Service              | return air transfer tube                           | \$ | (176.52) |
| 690.8050.5565.000 | CUMMINS Sales & Service              | return water inlet tube                            | \$ | (141.25) |
| 690.8050.5565.000 | GILLIG LLC                           | Bus 101 drivers seat air box, seal assy            | \$ | 287.56   |
| 690.8050.5565.000 | GILLIG LLC                           | Bus 131 turn signal switches                       | \$ | 106.28   |
| 690.8050.5565.000 | GILLIG LLC                           | Bus 101 air reservoir, transom plunger assy        | \$ | 189.13   |
| 690.8050.5565.000 | Interstate Batteries of Upper Iowa   | Street and Transit batteries                       | \$ | 617.90   |
| 690.8050.5565.000 | NAPA AUTO PARTS                      | #013 bus antenna                                   | \$ | 21.06    |
| 690.8050.5565.000 | Raven Creek Repair                   | Bus wheel and truck tires                          | \$ | 5.00     |
| 690.8050.5570.000 | MARSHALL COUNTY ENGINEER             | Fuel purchases from County                         | \$ | 475.22   |
| 690.8050.5571.000 | MARSHALL COUNTY ENGINEER             | Fuel purchases from County                         | \$ | 8,294.40 |
| 690.8050.5600.000 | First Interstate Bank                | AED replacement pads                               | \$ | 30.00    |
| 690.8050.5605.000 | Sho Biz Inc dba Minuteman            | envelopes                                          | \$ | 108.70   |
| 740.8065.4879.000 | MENARDS                              | Rebate 62994 59992                                 | \$ | (1.38)   |
| 740.8065.5132.000 | THEISENS SUPPLY INC                  | Sewer dept employee clothing exchange              | \$ | (2.00)   |
| 740.8065.5132.000 | THEISENS SUPPLY INC                  | Sewer dept employee clothing                       | \$ | 159.18   |
| 740.8065.5220.000 | MARSHALLTOWN WATER WORKS             | Storm Sewer Collection Services                    | \$ | 658.25   |
| 740.8065.5230.000 | IOWA ONE CALL                        | underground location services                      | \$ | 83.92    |
| 740.8065.5251.000 | MCGAHUEY, CHRISTOPHER T              | CDL License renewal                                | \$ | 26.20    |
| 740.8065.5344.000 | Backflow Prevention Services of Iowa | Annual inspection, clean, flush, retest            | \$ | 128.00   |
| 740.8065.5344.000 | IOWA FIRE EQUIPMENT COMPANY          | office service room special suppression inspection | \$ | 44.10    |
| 740.8065.5347.000 | WinCan LLC                           | Municipal sewer software 11/1/22-10/31/23          | \$ | 600.00   |
| 740.8065.5450.000 | CENTURYLINK                          | ALL PHONE LINES                                    | \$ | 7.71     |
| 740.8065.5450.000 | CENTURYLINK                          | TRUNK LINES                                        | \$ | 6.87     |
| 740.8065.5450.000 | CENTURYLINK                          | TRUNK LINES                                        | \$ | 6.87     |
| 740.8065.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(    | Direct connection internet PW/WPCP                 | \$ | 172.37   |
| 740.8065.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(    | WPCP                                               | \$ | 17.03    |
| 740.8065.5450.000 | HEART OF IOWA COMMUNICATIONS CO-(    | PW Bldg                                            | \$ | 22.02    |
| 740.8065.5565.000 | MCATEE TIRE SALES & SERVICE INC      | Vactor front tires                                 | \$ | 737.30   |
| 740.8065.5565.000 | THEISENS SUPPLY INC                  | Sewer dept ball mount and adapter                  | \$ | 23.19    |
| 740.8065.5570.000 | MARSHALL COUNTY ENGINEER             | Fuel purchases from County                         | \$ | 45.46    |
| 740.8065.5570.000 | MARSHALL COUNTY ENGINEER             | Fuel purchases from County                         | \$ | 215.50   |
| 740.8065.5571.000 | MARSHALL COUNTY ENGINEER             | Fuel purchases from County                         | \$ | 152.98   |
| 740.8065.5600.000 | First Interstate Bank                | Sewer dept key lock box                            | \$ | 10.39    |
| 740.8065.5600.000 | First Interstate Bank                | soil probe                                         | \$ | 23.20    |
| 740.8065.5600.000 | First Interstate Bank                | marking applicator wand                            | \$ | 38.77    |
| 740.8065.5600.000 | First Interstate Bank                | phone case, drawer organizer                       | \$ | 36.24    |
| 740.8065.5600.000 | CTI Ready Mix Inc                    | Olsen Way and Olive St storm sewer repair          | \$ | 660.88   |
| 740.8065.5600.000 | CTI Ready Mix Inc                    | Olsen Way & Olive St storm sewer repair            | \$ | 294.71   |
| 740.8065.5600.000 | MACQUEEN EQUIPMENT                   | wheel hub repair kits for Envirosight camera       | \$ | 269.04   |
| 740.8065.5600.000 | MENARDS                              | Sewer dept Great Stuff foam spray                  | \$ | 23.98    |
| 740.8065.5600.000 | MENARDS                              | Furnace filters and pipe repair                    | \$ | 14.24    |
| 740.8065.5600.000 | MENARDS                              | plywood sheeting                                   | \$ | 63.18    |
| 740.8065.5600.000 | MENARDS                              | Sewer dept - Great Stuff foam                      | \$ | 23.98    |
| 740.8065.5776.000 | First Interstate Bank                | electrical supplies                                | \$ | 116.81   |
| 740.8067.5571.000 | MARSHALL COUNTY ENGINEER             | Fuel purchases from County                         | \$ | 388.98   |
| 750.8070.5450.000 | CENTURYLINK                          | ALL PHONE LINES                                    | \$ | 9.63     |
| 750.8070.5450.000 | CENTURYLINK                          | TRUNK LINES                                        | \$ | 8.59     |
| 750.8070.5450.000 | CENTURYLINK                          | TRUNK LINES                                        | \$ | 8.59     |
| 760.8080.5608.000 | Wollam, Tyler                        | Parks resale Blizzards                             | \$ | 1,975.32 |

|                   |                                      |                                      |    |           |
|-------------------|--------------------------------------|--------------------------------------|----|-----------|
| 881.1010.5230.000 | BERNIE LOWE & ASSOC Inc              | paid medical claims                  | \$ | 6.10      |
| 881.1010.5230.000 | BERNIE LOWE & ASSOC Inc              | paid medical claims                  | \$ | 3.89      |
| 881.1010.5339.000 | BERNIE LOWE & ASSOC Inc              | paid medical claims                  | \$ | 149.26    |
| 881.1010.5339.000 | BERNIE LOWE & ASSOC Inc              | paid medical claims                  | \$ | 84.45     |
| 881.1010.5339.000 | Hunter Lane LLC                      | paid medical claims 10/01-10/15      | \$ | 20.87     |
| 881.1010.5339.000 | Hunter Lane LLC                      | paid medical claims                  | \$ | 1,131.43  |
| 881.1050.5230.000 | BERNIE LOWE & ASSOC Inc              | paid medical claims                  | \$ | 6.47      |
| 881.1050.5230.000 | BERNIE LOWE & ASSOC Inc              | paid medical claims                  | \$ | 230.49    |
| 881.1050.5339.000 | BERNIE LOWE & ASSOC Inc              | paid medical claims                  | \$ | 688.36    |
| 881.1050.5339.000 | BERNIE LOWE & ASSOC Inc              | paid medical claims                  | \$ | 468.06    |
| 881.1050.5339.000 | Hunter Lane LLC                      | paid medical claims 10/01-10/15      | \$ | 46.09     |
| 884.7010.5337.000 | HARTFORD- PRIORITY ACCTS             | November insurance premium           | \$ | 6,398.47  |
| 884.7010.5980.000 | Estate of Vernon Jones               | Health insurance premium             | \$ | 304.06    |
| 886.2010.5151.000 | Occupational Medicine Plus PC        | physical and or immunizations        | \$ | 179.00    |
| 886.2010.5216.000 | ONE SOURCE-BACKGROUND CHECK CO       | application checks                   | \$ | 15.00     |
| 913.1013.5337.000 | HARTFORD- PRIORITY ACCTS             | November insurance premium (911)     | \$ | 79.00     |
| 999.1101.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Federal Taxes              | \$ | 28,456.14 |
| 999.1101.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Federal Taxes              | \$ | 12,530.47 |
| 999.1101.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Federal Taxes              | \$ | 28,929.11 |
| 999.1101.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Federal Taxes              | \$ | 14,504.90 |
| 999.1102.000      | TREASURER STATE OF IOWA              | Bi-Weekly Payroll SIT                | \$ | 12,673.10 |
| 999.1102.000      | TREASURER STATE OF IOWA              | Bi-Weekly Payroll SIT                | \$ | 5,500.74  |
| 999.1102.000      | TREASURER STATE OF IOWA              | Bi-Weekly Payroll SIT                | \$ | 12,919.15 |
| 999.1102.000      | TREASURER STATE OF IOWA              | Bi-Weekly Payroll SIT                | \$ | 6,179.77  |
| 999.1103.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Payroll Social Security    | \$ | 26,840.52 |
| 999.1103.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Payroll Social Security    | \$ | 4,368.48  |
| 999.1103.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Payroll Social Security    | \$ | 26,922.08 |
| 999.1103.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Payroll Social Security    | \$ | 4,527.64  |
| 999.1105.000      | MUNICIPAL FIRE & POLICE RETIREMENT   | PRIOR MONTH MFPRSI CONTRIBUTIONS     | \$ | 31,608.10 |
| 999.1105.000      | MUNICIPAL FIRE & POLICE RETIREMENT   | PRIOR MONTH MFPRSI CONTRIBUTIONS     | \$ | 28,793.87 |
| 999.1105.000      | MUNICIPAL FIRE & POLICE RETIREMENT   | PRIOR MONTH MFPRSI CONTRIBUTIONS     | \$ | 28,749.91 |
| 999.1105.000      | MUNICIPAL FIRE & POLICE RETIREMENT   | PRIOR MONTH MFPRSI CONTRIBUTIONS     | \$ | 31,175.35 |
| 999.1106.000      | IA PUBLIC EMPLOYEE'S RETIREMENT SY\$ | PRIOR MONTH IPERS CONTRIBUTIONS      | \$ | 5,772.97  |
| 999.1106.000      | IA PUBLIC EMPLOYEE'S RETIREMENT SY\$ | PRIOR MONTH IPERS CONTRIBUTIONS      | \$ | 35,755.84 |
| 999.1106.000      | IA PUBLIC EMPLOYEE'S RETIREMENT SY\$ | PRIOR MONTH IPERS CONTRIBUTIONS      | \$ | 199.45    |
| 999.1106.000      | IA PUBLIC EMPLOYEE'S RETIREMENT SY\$ | ROUNDING                             | \$ | (0.02)    |
| 999.1106.000      | IA PUBLIC EMPLOYEE'S RETIREMENT SY\$ | REFUND                               | \$ | 191.43    |
| 999.1106.000      | IA PUBLIC EMPLOYEE'S RETIREMENT SY\$ | REFUND                               | \$ | 1,198.38  |
| 999.1106.000      | IA PUBLIC EMPLOYEE'S RETIREMENT SY\$ | PRIOR MONTH IPERS CONTRIBUTIONS      | \$ | 35,427.90 |
| 999.1106.000      | IA PUBLIC EMPLOYEE'S RETIREMENT SY\$ | PRIOR MONTH IPERS CONTRIBUTIONS      | \$ | 199.45    |
| 999.1106.000      | IA PUBLIC EMPLOYEE'S RETIREMENT SY\$ | PRIOR MONTH IPERS CONTRIBUTIONS      | \$ | 4,422.21  |
| 999.1107.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Payroll Medicare           | \$ | 8,972.50  |
| 999.1107.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Payroll Medicare           | \$ | 3,908.46  |
| 999.1107.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Payroll Medicare           | \$ | 9,066.16  |
| 999.1107.000      | INTERNAL REVENUE SERVICE             | Bi-Weekly Payroll Medicare           | \$ | 4,238.04  |
| 999.1111.000      | IMWCA                                | Workers Comp Premium installment 6:8 | \$ | 14,822.00 |
| 999.1112.000      | UNITED WAY                           | UNITED WAY                           | \$ | 33.00     |
| 999.1112.000      | UNITED WAY                           | UNITED WAY                           | \$ | 748.88    |
| 999.1112.000      | UNITED WAY                           | UNITED WAY                           | \$ | 748.88    |
| 999.1112.000      | UNITED WAY                           | UNITED WAY                           | \$ | 33.00     |
| 999.1121.000      | American Education Services          | PR WITHHOLDING                       | \$ | 64.41     |
| 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                        | \$ | 146.76    |
| 999.1121.000      | COLLECTION SERVICES CENTER           | CHILD SUPPORT                        | \$ | 102.11    |
| 999.1121.000      | COLLECTION SERVICES CENTER           | CHILD SUPPORT                        | \$ | 461.53    |
| 999.1121.000      | COLLECTION SERVICES CENTER           | CHILD SUPPORT                        | \$ | 139.77    |
| 999.1121.000      | COLLECTION SERVICES CENTER           | CHILD SUPPORT                        | \$ | 423.86    |
| 999.1121.000      | COLLECTION SERVICES CENTER           | CHILD SUPPORT                        | \$ | 146.76    |
| 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                        | \$ | 138.46    |
| 999.1121.000      | Polk County Sheriff                  | PR WITHHOLDING                       | \$ | 579.84    |

|              |                                                           |                          |           |                     |
|--------------|-----------------------------------------------------------|--------------------------|-----------|---------------------|
| 999.1125.000 | FIDELITY SECURITY LIFE INSURANCE CO VISION INSURANCE      |                          | \$        | 334.35              |
| 999.1125.000 | FIDELITY SECURITY LIFE INSURANCE CO VISION INSURANCE      |                          | \$        | 113.84              |
| 999.1125.000 | FIDELITY SECURITY LIFE INSURANCE CO VISION INSURANCE      |                          | \$        | 327.38              |
| 999.1125.000 | FIDELITY SECURITY LIFE INSURANCE CO VISION INSURANCE      |                          | \$        | 113.84              |
| 999.1128.000 | TOTAL ADMINISTRATIVE SERVICE CORP. ROUNDING               |                          | \$        | (0.18)              |
| 999.1128.000 | TOTAL ADMINISTRATIVE SERVICE CORP. FLEX HEALTH BENEFITS   |                          | \$        | 4,924.10            |
| 999.1128.000 | TOTAL ADMINISTRATIVE SERVICE CORP. FLEX HEALTH BENEFITS   |                          | \$        | 743.72              |
| 999.1128.000 | TOTAL ADMINISTRATIVE SERVICE CORP. ROUNDING               |                          | \$        | (0.19)              |
| 999.1128.000 | TOTAL ADMINISTRATIVE SERVICE CORP. FLEX HEALTH BENEFITS   |                          | \$        | 4,809.52            |
| 999.1128.000 | TOTAL ADMINISTRATIVE SERVICE CORP. FLEX HEALTH BENEFITS   |                          | \$        | 743.72              |
| 999.1129.000 | TOTAL ADMINISTRATIVE SERVICE CORP. FLEX DEP CARE BENEFITS |                          | \$        | 811.66              |
| 999.1129.000 | TOTAL ADMINISTRATIVE SERVICE CORP. FLEX DEP CARE BENEFITS |                          | \$        | 276.67              |
| 999.1129.000 | TOTAL ADMINISTRATIVE SERVICE CORP. FLEX DEP CARE BENEFITS |                          | \$        | 811.66              |
| 999.1129.000 | TOTAL ADMINISTRATIVE SERVICE CORP. FLEX DEP CARE BENEFITS |                          | \$        | 276.67              |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEF COMP            | \$        | 706.11              |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEF COMP            | \$        | 4,878.23            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEFERRED COMP       | \$        | 963.22              |
| 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                | \$        | 1,439.23            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ROTH > 50                | \$        | 2,892.49            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEF COMP            | \$        | 1,125.00            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEF COMP            | \$        | 269.23              |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ROTH < 50                | \$        | 1,342.28            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ROTH > 50                | \$        | 775.00              |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEF COMP            | \$        | 719.31              |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEF COMP            | \$        | 4,978.23            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEFERRED COMP       | \$        | 963.22              |
| 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                | \$        | 1,439.23            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ROTH > 50                | \$        | 2,892.49            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEF COMP            | \$        | 1,125.00            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ICMA DEF COMP            | \$        | 269.23              |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ROTH < 50                | \$        | 1,342.28            |
| 999.1131.000 | ICMA 457-Mission Square Retirement                        | ROTH > 50                | \$        | 775.00              |
| 999.1133.000 | COLONIAL LIFE                                             | COLONIAL LIFE INSURANCE  | \$        | 384.52              |
| 999.1133.000 | COLONIAL LIFE                                             | COLONIAL LIFE INSURANCE  | \$        | 29.26               |
| 999.1133.000 | COLONIAL LIFE                                             | COLONIAL LIFE INSURANCE  | \$        | 384.52              |
| 999.1133.000 | COLONIAL LIFE                                             | COLONIAL LIFE INSURANCE  | \$        | 29.26               |
| 999.1164.000 | First Interstate Bank                                     | personal charge in error | \$        | 11.50               |
| 999.1164.000 | First Interstate Bank                                     | RETIREMENT BADGE         | \$        | 142.75              |
| Payroll      | Payroll                                                   | Payroll #22              | \$        | 311,340.19          |
| Payroll      | Payroll                                                   | Payroll #23              | \$        | 320,884.05          |
| <b>TOTAL</b> |                                                           |                          | <b>\$</b> | <b>3,326,800.00</b> |

BUILDING REPORT FOR THE MONTH OF OCTOBER 2022

MARSHALLTOWN

— IOWA —

## MARSHALLTOWN

— I O W A —

[illegible]

## Building Division Improvement Value & Fee Summary - Oct. 2022

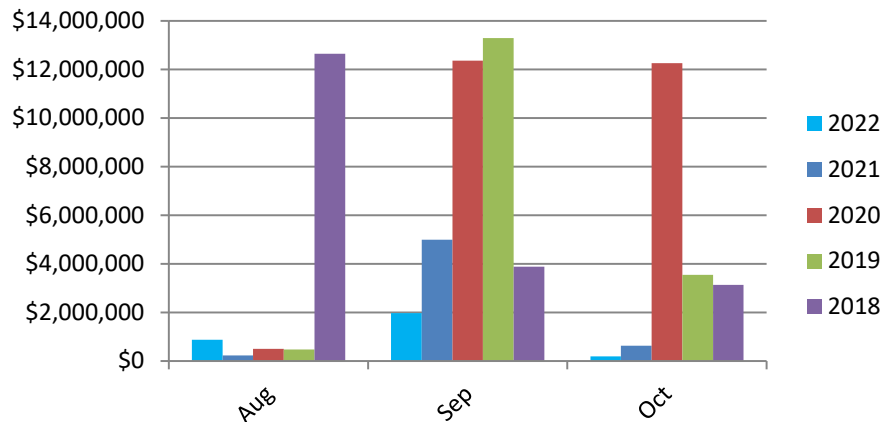
### Total Improvement Value Comparison

|      | Jan         | Feb         | Mar          | Apr          | May         | Jun         | Jul         | Aug          | Sep          | Oct          | Nov | Dec | YTD          |
|------|-------------|-------------|--------------|--------------|-------------|-------------|-------------|--------------|--------------|--------------|-----|-----|--------------|
| 2022 | \$2,912,000 | \$937,862   | \$494,839    | \$2,580,043  | \$254,164   | \$200,269   | \$777,111   | \$870,171    | \$1,973,656  | \$186,890    |     |     | \$11,187,007 |
| 2021 | \$6,335,000 | \$6,324,000 | \$18,194,000 | \$34,700,000 | \$2,239,000 | \$1,049,000 | \$495,000   | \$235,000    | \$4,992,000  | \$636,000    |     |     | \$75,199,000 |
| 2020 | \$1,921,000 | \$339,000   | \$1,660,000  | \$4,186,000  | \$382,000   | \$3,260,000 | \$2,367,000 | \$501,000    | \$12,368,000 | \$12,265,000 |     |     | \$39,249,000 |
| 2019 | \$903,000   | \$3,132,000 | \$5,177,000  | \$1,176,000  | \$870,000   | \$1,546,000 | \$2,188,000 | \$471,000    | \$13,287,000 | \$3,550,000  |     |     | \$32,300,000 |
| 2018 | \$205,000   | \$1,722,000 | \$271,000    | \$3,050,000  | \$1,104,000 | \$306,000   | \$2,725,000 | \$12,653,000 | \$3,882,000  | \$3,136,000  |     |     | \$29,054,000 |

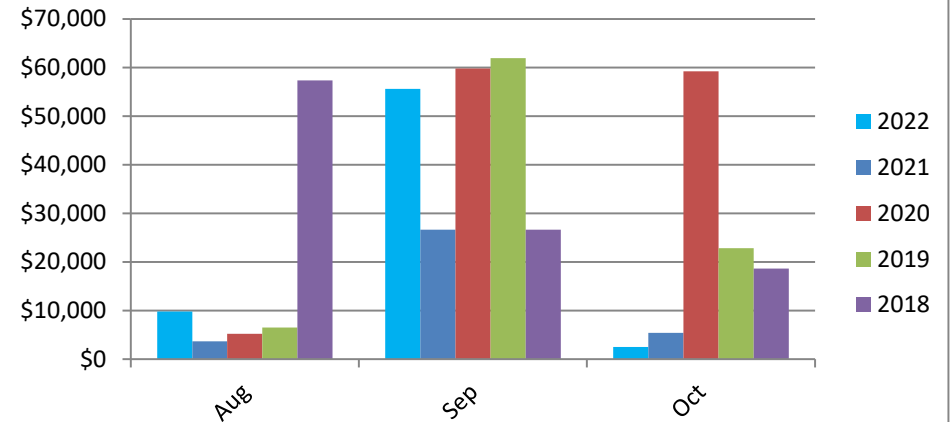
### Total Fees Received Comparison

|      | Jan      | Feb      | Mar      | Apr       | May      | Jun      | Jul      | Aug      | Sep      | Oct      | Nov | Dec | YTD       |
|------|----------|----------|----------|-----------|----------|----------|----------|----------|----------|----------|-----|-----|-----------|
| 2022 | \$13,584 | \$6,803  | \$4,081  | \$21,852  | \$2,993  | \$2,687  | \$6,366  | \$9,826  | \$55,620 | \$2,512  |     |     | \$126,323 |
| 2021 | \$48,028 | \$47,605 | \$86,696 | \$160,445 | \$13,361 | \$8,998  | \$6,020  | \$3,654  | \$26,620 | \$5,410  |     |     | \$406,837 |
| 2020 | \$11,506 | \$3,879  | \$11,942 | \$25,465  | \$4,090  | \$21,363 | \$13,575 | \$5,219  | \$59,802 | \$59,261 |     |     | \$216,102 |
| 2019 | \$6,828  | \$16,366 | \$27,102 | \$11,467  | \$11,308 | \$16,389 | \$15,200 | \$6,479  | \$61,975 | \$22,847 |     |     | \$195,961 |
| 2018 | \$1,114  | \$10,996 | \$3,815  | \$17,067  | \$9,589  | \$3,038  | \$17,654 | \$57,378 | \$26,618 | \$18,654 |     |     | \$165,923 |

### Total Improvement Value Comparison



### Total Fees Received Comparison





# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Diana Steiner, Finance Director  
**DATE:** 11/10/2022  
**RE:** August 2022 Monthly Financial Statements

**Policy Issue:** N/A

|                                                                      |                                                                                                    |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Goal 1: Expand and improve development      | <input checked="" type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life                    |

**Specific Objective/Action:** Maintain a financially healthy organization

**Recommendation:** Staff recommends approving the August 2022 monthly financial statements

**Budget Impact:** N/A

**Description/Background:** The Finance department has prepared and reconciled the August 2022 financial statements for your review. The original FY23 budget that was adopted in March 2022 is reflected in the statements.

The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/22, 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 the FEMA Fund 149, we received \$3,310,010, which is 75% of the 90% federal share for the Derecho Debris Removal Project.
- \*In Fund 389 American Rescue Plan, we received our final installment for \$1,993,589. We received the same amount during Fiscal Year 2022.
- \*Fund 311 includes costs for the Edgewood Street Extension of \$283,640
- \*Fund 360 includes \$267,349 of sidewalk gap project costs.
- \*Fund 395 includes \$169,337 of costs for the Creekside Estates Street Addition.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



| Fund                                    | Beginning Balance | Total Revenues | Total Expenses | Ending Balance |
|-----------------------------------------|-------------------|----------------|----------------|----------------|
| 001 - GENERAL FUND                      | 3,567,795.12      | 678,966.04     | 2,597,663.83   | 1,649,097.33   |
| 010 - CASH FLOW RESERVE FUND            | 2,597,495.17      | 1,361.26       | -              | 2,598,856.43   |
| 030 - CAPITAL RESERVE                   | -                 | -              | 75,048.17      | (75,048.17)    |
| 031 - CAPITAL RSRV-BLDG MAINT           | 260,113.94        | 591.81         | -              | 260,705.75     |
| 110 - ROAD USE TAX                      | 6,303,147.02      | 581,162.69     | 278,140.23     | 6,606,169.48   |
| 112 - EMPLOYEE BENEFITS FUND            | 3,417,943.48      | 24,550.86      | -              | 3,442,494.34   |
| 117 - POLICE/FIRE RETIREMENT            | 582,899.93        | 12,378.96      | -              | 595,278.89     |
| 119 - EMERGENCY FUND                    | -                 | 2,165.18       | -              | 2,165.18       |
| 121 - LOCAL OPTION SALES TAX            | 6,654,632.96      | 678,801.94     | 14,845.00      | 7,318,589.90   |
| 125 - TAX INCREMENT FINANCING           | 469,295.69        | 11,805.71      | -              | 481,101.40     |
| 130 - CITY TORT LIABILITY               | 82,551.75         | 7,494.61       | 35,421.37      | 54,624.99      |
| 132 - GRANTS-STATE/LOCAL AGENCIES       | (226,794.55)      | 1,302.00       | 68,311.00      | (293,803.55)   |
| 133 - UNDESIGNATED FEDERAL GRANTS       | (27,785.30)       | 27,785.30      | 26,819.21      | (26,819.21)    |
| 140 - PARK & REC DONATION FUND          | 270,158.41        | 7,407.25       | 6,612.85       | 270,952.81     |
| 141 - MTOWN TENNIS ASSOC                | 2,821.58          | 6.42           | -              | 2,828.00       |
| 142 - SOFTBALL ASSOCIATION FUND         | (19,744.23)       | 30,000.00      | 10,392.03      | (136.26)       |
| 144 - LIVE HEALTHY IOWA                 | 6,128.83          | 13.94          | -              | 6,142.77       |
| 145 - TORNADO GENERAL                   | 231,916.46        | -              | -              | 231,916.46     |
| 148 - FEMA-COVID19                      | (16,057.20)       | -              | 966.55         | (17,023.75)    |
| 149 - FEMA - WINDS                      | (4,564,245.98)    | 3,310,009.85   | 677.91         | (1,254,914.04) |
| 150 - LOCAL PD GRANTS                   | (2,067.29)        | 8,420.03       | 16,941.41      | (10,588.67)    |
| 151 - DEPT OF JUSTICE GRANTS            | (32,359.86)       | 35,010.12      | 11,954.66      | (9,304.40)     |
| 152 - POLICE UNDESIGNATED GRANTS        | (36,541.82)       | 29,922.48      | 16,822.57      | (23,441.91)    |
| 153 - POLICE DEPT DONATION FUND         | 68,938.82         | 414.76         | 1,174.59       | 68,178.99      |
| 156 - FIRE DEPT DONATION FUND           | 61,515.49         | 139.96         | 4,204.41       | 57,451.04      |
| 160 - ECONOMIC DEVELOPMENT GIFT         | 53,662.00         | 122.09         | -              | 53,784.09      |
| 161 - SURETY DEPOSITS/SUBDIVIDER        | 11,195.29         | 25.47          | -              | 11,220.76      |
| 170 - LIBRARY DONATION FUND             | 122,407.61        | 339.23         | 2,392.40       | 120,354.44     |
| 177 - SEIZED ASSETS (POLICE)            | 25,431.36         | 1,066.19       | 2,082.59       | 24,414.96      |
| 183 - FY 08 EDI (ECON DEV INCENTIVE)    | (13,389.25)       | -              | -              | (13,389.25)    |
| 184 - VOUCHERS - 002, 003               | 177,459.99        | 217,458.47     | 205,410.13     | 189,508.33     |
| 189 - #6 HUD LEAD GRANT                 | 23,925.54         | 110,634.00     | 213,061.59     | (78,502.05)    |
| 200 - GO BONDS DEBT FUND                | 172,476.91        | 9,129.06       | -              | 181,605.97     |
| 300 - CIP COLLECTION FUND               | 545,652.93        | 6,666.64       | -              | 552,319.57     |
| 311 - RISE STREET GRANTS                | -                 | -              | 807,894.92     | (807,894.92)   |
| 312 - AIRPORT PROJECT FUND              | (47,352.21)       | 211,982.93     | 27,811.38      | 136,819.34     |
| 320 - SPECIAL ASSESSMENT PROJECTS       | (14,510.95)       | -              | -              | (14,510.95)    |
| 340 - BIKE PATH PROJECT FUND            | (61,197.07)       | -              | 23,348.90      | (84,545.97)    |
| 341 - TREES FOREVER PROJECT             | 34,323.40         | 23,955.84      | -              | 58,279.24      |
| 350 - GO BONDS CAPITAL PROJECTS         | 9,120.40          | 20.75          | -              | 9,141.15       |
| 354 - POLICE & FIRE STATIONS            | 741.00            | -              | 741.00         | -              |
| 355 - 2015 GO BONDS (D&D)               | 476,711.83        | 12,654.07      | 60,453.68      | 428,912.22     |
| 360 - 2019 GO BONDS & PROJECTS          | 1,333,276.13      | 3,030.16       | 281,673.87     | 1,054,632.42   |
| 361 - LIBRARY BUILDING ADDITION         | 1,587.78          | 3.61           | -              | 1,591.39       |
| 362 - 2020 GO BONDS                     | 721,249.58        | 1,640.97       | 3,547.02       | 719,343.53     |
| 363 - 2021 GO BONDS                     | 8,432,914.27      | 44,216.41      | 140,373.55     | 8,336,757.13   |
| 389 - AMERICAN RESCUE PLAN              | 1,805,687.80      | 1,993,589.41   | 3,387.53       | 3,795,889.68   |
| 392 - TIF DISTRICT III CAP PROJECTS     | 7,208.04          | 16.40          | -              | 7,224.44       |
| 395 - ECONOMIC DEVELOPMENT PROJECT FUND | -                 | -              | 275,600.69     | (275,600.69)   |
| 610 - WATER POLLUTION CONTROL           | -                 | 799,500.63     | 797,017.49     | 2,483.14       |
| 611 - WPCP REVENUE                      | 18,918,270.02     | 1,355,364.42   | 799,487.60     | 19,474,146.84  |
| 614 - WPCP CAPITAL IMPROVEMENT RSRV     | 1,094,108.09      | 2,489.29       | -              | 1,096,597.38   |
| 615 - WPCP PLANT & IMPROVEMENTS         | -                 | -              | 53,400.00      | (53,400.00)    |
| 616 - SANITARY SEWER REHAB PROJECT      | -                 | -              | 1,132.75       | (1,132.75)     |
| 617 - SANITARY SEWER NEW CONSTRUCTN     | 147,976.84        | 3,473.00       | -              | 151,449.84     |
| 690 - TRANSIT OPERATING                 | 638,326.81        | 186,077.00     | 147,879.84     | 676,523.97     |
| 740 - STORM SEWER UTILITY               | 1,941,702.25      | 210,697.09     | 264,893.38     | 1,887,505.96   |
| 741 - 2016 GO STORM WATER PROJ          | 1,340,270.37      | 2,682.41       | 161,282.03     | 1,181,670.75   |
| 750 - COMPOSTING FACILITY               | 139,211.51        | 21,714.05      | 7,259.93       | 153,665.63     |
| 760 - P&R CONCESSIONS ENTERPRISE        | (18,805.93)       | 11,929.55      | 19,844.95      | (26,721.33)    |
| 881 - OCCUPATIONAL INSURANCE ESCROW     | 57,443.95         | 23,728.96      | 16,882.22      | 64,290.69      |
| 884 - GROUP HEALTH INSURANCE ESCROW     | 768,496.99        | 494,469.41     | 709,506.66     | 553,459.74     |
| 886 - WORKMAN'S COMP DEDUCTIBLE FUND    | 35,520.03         | 80.70          | 162.88         | 35,437.85      |
| 913 - 911 COMMISSION                    | (84,021.46)       | 154,675.29     | 149,946.08     | (79,292.25)    |
| 952 - SURETY BONDS/DEPOSITS             | 4,331.42          | 84.22          | -              | 4,415.64       |
| 999 - POOLED CASH                       | -                 | 496.33         | -              | 496.33         |
| TOTAL                                   | 58,453,171.69     | 11,353,725.22  | 8,342,470.85   | 61,464,426.06  |

| Account                                               | Name                                                  | Ending Balance       | Interest Rate |
|-------------------------------------------------------|-------------------------------------------------------|----------------------|---------------|
| <b>BalObject: 0110 - P&amp;R Deposits</b>             |                                                       |                      |               |
| <a href="#">999.0110.100</a>                          | GWB P&R Deposits                                      | <u>279,704.24</u>    | 1.50          |
|                                                       | <b>Total BalObject: 0110 - P&amp;R Deposits :</b>     | <b>279,704.24</b>    |               |
| <b>BalObject: 0111 - Operating</b>                    |                                                       |                      |               |
| <a href="#">999.0111.100</a>                          | GWB Operating                                         | <u>860,784.06</u>    | 1.50          |
|                                                       | <b>Total BalObject: 0111 - Operating:</b>             | <b>860,784.06</b>    |               |
| <b>BalObject: 0113 - Payroll</b>                      |                                                       |                      |               |
| <a href="#">999.0113.100</a>                          | GWB Payroll                                           | <u>659,761.75</u>    | 1.50          |
|                                                       | <b>Total BalObject: 0113 - Payroll:</b>               | <b>659,761.75</b>    |               |
| <b>BalObject: 0114 - Dev Inspections</b>              |                                                       |                      |               |
| <a href="#">999.0114.100</a>                          | GWB Dev Inspections                                   | <u>33,116.16</u>     | 1.50          |
|                                                       | <b>Total BalObject: 0114 - Dev Inspections:</b>       | <b>33,116.16</b>     |               |
| <b>BalObject: 0115 - HUD Admin</b>                    |                                                       |                      |               |
| <a href="#">999.0115.100</a>                          | GWB HUD Admin                                         | <u>171,373.79</u>    | 1.50          |
|                                                       | <b>Total BalObject: 0115 - HUD Admin:</b>             | <b>171,373.79</b>    |               |
| <b>BalObject: 0116 - HUD HAP</b>                      |                                                       |                      |               |
| <a href="#">999.0116.100</a>                          | GWB HUD HAP                                           | <u>22,036.91</u>     | 1.50          |
|                                                       | <b>Total BalObject: 0116 - HUD HAP:</b>               | <b>22,036.91</b>     |               |
| <b>BalObject: 0117 - Police</b>                       |                                                       |                      |               |
| <a href="#">999.0117.100</a>                          | GWB Police                                            | <u>26,026.14</u>     | 1.50          |
|                                                       | <b>Total BalObject: 0117 - Police:</b>                | <b>26,026.14</b>     |               |
| <b>BalObject: 0120 - PETTY CASH</b>                   |                                                       |                      |               |
| <a href="#">001.0120.000</a>                          | PETTY CASH - RECORDS                                  | 100.00               | 0.00          |
| <a href="#">750.0120.000</a>                          | PETTY CASH                                            | <u>300.00</u>        | 0.00          |
|                                                       | <b>Total BalObject: 0120 - PETTY CASH:</b>            | <b>400.00</b>        |               |
| <b>BalObject: 0122 - PETTY CASH-CITY CLERK</b>        |                                                       |                      |               |
| <a href="#">001.0122.000</a>                          | PETTY CASH-CITY CLERK                                 | <u>200.00</u>        | 0.00          |
|                                                       | <b>Total BalObject: 0122 - PETTY CASH-CITY CLERK:</b> | <b>200.00</b>        |               |
| <b>BalObject: 0123 - PETTY CASH-LIBRARY</b>           |                                                       |                      |               |
| 001.0123.000                                          | PETTY CASH-LIBRARY                                    | <u>100.00</u>        | 0.00          |
|                                                       | <b>Total BalObject: 0123 - PETTY CASH-LIBRARY:</b>    | <b>100.00</b>        |               |
| <b>BalObject: 0124 - PETTY CASH-LIBRARY</b>           |                                                       |                      |               |
| <a href="#">001.0125.000</a>                          | PETTY CASH-LIBRARY                                    | <u>200.00</u>        | 0.00          |
|                                                       | <b>Total BalObject: 0124 - PETTY CASH-LIBRARY:</b>    | <b>200.00</b>        |               |
| <b>BalObject: 0125 - PETTY CASH-PARK</b>              |                                                       |                      |               |
| <a href="#">001.0125.000</a>                          | PETTY CASH-PARK                                       | <u>225.00</u>        | 0.00          |
|                                                       | <b>Total BalObject: 0125 - PETTY CASH-PARK:</b>       | <b>225.00</b>        |               |
| <b>BalObject: 0130 - CASH HELD BY INSUR ADMIN</b>     |                                                       |                      |               |
| <a href="#">885.0130.000</a>                          | CASH HELD BY INSUR ADMI                               | <u>1.00</u>          | 0.00          |
|                                                       | <b>Total BalObject: 0130 - CASH HELD BY INSUR ADM</b> | <b>1.00</b>          |               |
| <b>BalObject: 0215 - IPAIT MONEY MARKET</b>           |                                                       |                      |               |
| <a href="#">999.0215.000</a>                          | IPAIT MONEY MARKET                                    | <u>1,043.80</u>      | 1.71          |
|                                                       | <b>Total BalObject: 0215 - IPAIT MONEY MARKET:</b>    | <b>1,043.80</b>      |               |
| <b>BalObject: 0216 - GREAT WESTERN BANK MM</b>        |                                                       |                      |               |
| <a href="#">999.0216.000</a>                          | GREAT WESTERN BANK MM                                 | <u>40,381,148.88</u> | 1.50          |
|                                                       | <b>Total BalObject: 0216 - GREAT WESTERN BANK MM</b>  | <b>40,381,148.88</b> |               |
| <b>BalObject: 0240 - MIDWEST ONE CD (91-365 DAYS)</b> |                                                       |                      |               |
| <a href="#">121.0240.000</a>                          | MIDWEST ONE CD                                        | 1,000,000.00         | 1.75          |
| <a href="#">611.0240.000</a>                          | MIDWEST ONE CD                                        | 8,000,000.00         | 1.75-2.70     |
| <a href="#">740.0240.000</a>                          | MIDWEST ONE CD                                        | 1,000,000.00         | 1.75          |
| <a href="#">999.0240.000</a>                          | MIDWEST ONE CD                                        | <u>5,000,000.00</u>  | 2.90-3.20     |
|                                                       | <b>Total BalObject: 0240 - MIDWEST ONE CD</b>         | <b>15,000,000.00</b> |               |
| <b>BalObject: 0273 - IPAIT GOV SEC</b>                |                                                       |                      |               |
| <a href="#">010.0273.000</a>                          | IPAIT GOV INV                                         | 1,999,188.53         | 1.55          |
| <a href="#">121.0273.000</a>                          | IPAIT GOV INV                                         | 999,965.82           | 2.21          |
| <a href="#">611.0273.000</a>                          | IPAIT GOV INV                                         | <u>999,965.83</u>    | 2.21          |
|                                                       | <b>Total BalObject: 0273 - IPAIT GOV SEC</b>          | <b>3,999,120.18</b>  |               |
| <b>BalObject: 0999 - POOLED CASH</b>                  |                                                       |                      |               |
| <a href="#">999.0999.000</a>                          | POOLED CASH                                           | <u>29,184.15</u>     | 0.00          |
|                                                       | <b>Total BalObject: 0999 - POOLED CASH:</b>           | <b>29,184.15</b>     |               |
|                                                       |                                                       | <b>61,464,426.06</b> |               |



City of Marshalltown, IA

# Monthly Budget Report - Marshalltown Group Summary

For Fiscal: Current Period Ending: 08/31/2022

| Account Type                                      | August Activity    | YTD Budget         | YTD Activity         | Variance Favorable (Unfavorable) | Total Budget         |
|---------------------------------------------------|--------------------|--------------------|----------------------|----------------------------------|----------------------|
| <b>Fund: 001 - GENERAL FUND</b>                   |                    |                    |                      |                                  |                      |
| Revenue                                           | 391,814.14         | 2,870,753.94       | 678,966.04           | -2,191,787.90                    | 17,225,737.00        |
| Expense                                           | 1,314,846.21       | 2,870,076.66       | 2,597,663.83         | 272,412.83                       | 17,225,737.23        |
| <b>Total Fund: 001 - GENERAL FUND:</b>            | <b>-923,032.07</b> | <b>677.28</b>      | <b>-1,918,697.79</b> | <b>-1,919,375.07</b>             | <b>-0.23</b>         |
| <b>Fund: 010 - CASH FLOW RESERVE FUND</b>         |                    |                    |                      |                                  |                      |
| Revenue                                           | 677.56             | 19,079.20          | 1,361.26             | -17,717.94                       | 114,512.00           |
| <b>Total Fund: 010 - CASH FLOW RESERVE FUND:</b>  | <b>677.56</b>      | <b>19,079.20</b>   | <b>1,361.26</b>      | <b>-17,717.94</b>                | <b>114,512.00</b>    |
| <b>Fund: 030 - CAPITAL RESERVE</b>                |                    |                    |                      |                                  |                      |
| Revenue                                           | 0.00               | 132,766.50         | 0.00                 | -132,766.50                      | 796,599.00           |
| Expense                                           | 21,266.05          | 132,736.58         | 75,048.17            | 57,688.41                        | 796,599.00           |
| <b>Total Fund: 030 - CAPITAL RESERVE:</b>         | <b>-21,266.05</b>  | <b>29.92</b>       | <b>-75,048.17</b>    | <b>-75,078.09</b>                | <b>0.00</b>          |
| <b>Fund: 031 - CAPITAL RSRV-BLDG MAINT</b>        |                    |                    |                      |                                  |                      |
| Revenue                                           | 294.57             | 250.00             | 591.81               | 341.81                           | 1,500.00             |
| Expense                                           | 0.00               | 9,788.56           | 0.00                 | 9,788.56                         | 58,750.00            |
| <b>Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:</b> | <b>294.57</b>      | <b>-9,538.56</b>   | <b>591.81</b>        | <b>10,130.37</b>                 | <b>-57,250.00</b>    |
| <b>Fund: 110 - ROAD USE TAX</b>                   |                    |                    |                      |                                  |                      |
| Revenue                                           | 281,568.67         | 581,666.66         | 581,162.69           | -503.97                          | 3,490,000.00         |
| Expense                                           | 197,154.95         | 838,070.06         | 278,140.23           | 559,929.83                       | 5,028,771.00         |
| <b>Total Fund: 110 - ROAD USE TAX:</b>            | <b>84,413.72</b>   | <b>-256,403.40</b> | <b>303,022.46</b>    | <b>559,425.86</b>                | <b>-1,538,771.00</b> |
| <b>Fund: 112 - EMPLOYEE BENEFITS FUND</b>         |                    |                    |                      |                                  |                      |
| Revenue                                           | 58.15              | 500,270.46         | 24,550.86            | -475,719.60                      | 3,001,623.00         |
| Expense                                           | 0.00               | 489,010.14         | 0.00                 | 489,010.14                       | 2,935,235.00         |
| <b>Total Fund: 112 - EMPLOYEE BENEFITS FUND:</b>  | <b>58.15</b>       | <b>11,260.32</b>   | <b>24,550.86</b>     | <b>13,290.54</b>                 | <b>66,388.00</b>     |
| <b>Fund: 117 - POLICE/FIRE RETIREMENT</b>         |                    |                    |                      |                                  |                      |
| Revenue                                           | 696.32             | 205,824.14         | 12,378.96            | -193,445.18                      | 1,234,945.00         |
| Expense                                           | 0.00               | 201,841.32         | 0.00                 | 201,841.32                       | 1,211,048.00         |
| <b>Total Fund: 117 - POLICE/FIRE RETIREMENT:</b>  | <b>696.32</b>      | <b>3,982.82</b>    | <b>12,378.96</b>     | <b>8,396.14</b>                  | <b>23,897.00</b>     |
| <b>Fund: 119 - EMERGENCY FUND</b>                 |                    |                    |                      |                                  |                      |
| Revenue                                           | 5.01               | 42,651.30          | 2,165.18             | -40,486.12                       | 255,908.00           |
| Expense                                           | 0.00               | 42,646.50          | 0.00                 | 42,646.50                        | 255,879.00           |
| <b>Total Fund: 119 - EMERGENCY FUND:</b>          | <b>5.01</b>        | <b>4.80</b>        | <b>2,165.18</b>      | <b>2,160.38</b>                  | <b>29.00</b>         |
| <b>Fund: 121 - LOCAL OPTION SALES TAX</b>         |                    |                    |                      |                                  |                      |
| Revenue                                           | 311,757.25         | 705,666.66         | 678,801.94           | -26,864.72                       | 4,234,000.00         |

## Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2022

| Account Type                                           | August Activity   | YTD Budget         | YTD Activity      | Variance Favorable (Unfavorable) | Total Budget       |
|--------------------------------------------------------|-------------------|--------------------|-------------------|----------------------------------|--------------------|
| Expense                                                | 6,268.73          | 836,947.94         | 14,845.00         | 822,102.94                       | 5,023,547.00       |
| <b>Total Fund: 121 - LOCAL OPTION SALES TAX:</b>       | <b>305,488.52</b> | <b>-131,281.28</b> | <b>663,956.94</b> | <b>795,238.22</b>                | <b>-789,547.00</b> |
| <b>Fund: 125 - TAX INCREMENT FINANCING</b>             |                   |                    |                   |                                  |                    |
| Revenue                                                | 543.59            | 81,337.82          | 11,805.71         | -69,532.11                       | 488,027.00         |
| Expense                                                | 0.00              | 126,866.32         | 0.00              | 126,866.32                       | 761,198.00         |
| <b>Total Fund: 125 - TAX INCREMENT FINANCING:</b>      | <b>543.59</b>     | <b>-45,528.50</b>  | <b>11,805.71</b>  | <b>57,334.21</b>                 | <b>-273,171.00</b> |
| <b>Fund: 130 - CITY TORT LIABILITY</b>                 |                   |                    |                   |                                  |                    |
| Revenue                                                | 6,416.48          | 6,833.32           | 7,494.61          | 661.29                           | 41,000.00          |
| Expense                                                | 20,242.95         | 6,666.66           | 35,421.37         | -28,754.71                       | 40,000.00          |
| <b>Total Fund: 130 - CITY TORT LIABILITY:</b>          | <b>-13,826.47</b> | <b>166.66</b>      | <b>-27,926.76</b> | <b>-28,093.42</b>                | <b>1,000.00</b>    |
| <b>Fund: 132 - GRANTS-STATE/LOCAL AGENCIES</b>         |                   |                    |                   |                                  |                    |
| Revenue                                                | 1,302.00          | 634,894.84         | 1,302.00          | -633,592.84                      | 3,810,867.00       |
| Expense                                                | 11,775.71         | 632,562.28         | 68,311.00         | 564,251.28                       | 3,796,822.00       |
| <b>Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:</b>  | <b>-10,473.71</b> | <b>2,332.56</b>    | <b>-67,009.00</b> | <b>-69,341.56</b>                | <b>14,045.00</b>   |
| <b>Fund: 133 - UNDESIGNATED FEDERAL GRANTS</b>         |                   |                    |                   |                                  |                    |
| Revenue                                                | 0.00              | 38,942.74          | 27,785.30         | -11,157.44                       | 233,750.00         |
| Expense                                                | 22,737.96         | 30,333.32          | 26,819.21         | 3,514.11                         | 182,000.00         |
| <b>Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:</b>  | <b>-22,737.96</b> | <b>8,609.42</b>    | <b>966.09</b>     | <b>-7,643.33</b>                 | <b>51,750.00</b>   |
| <b>Fund: 140 - PARK &amp; REC DONATION FUND</b>        |                   |                    |                   |                                  |                    |
| Revenue                                                | 5,005.14          | 8,483.32           | 7,407.25          | -1,076.07                        | 50,900.00          |
| Expense                                                | 3,827.99          | 9,149.96           | 6,612.85          | 2,537.11                         | 54,900.00          |
| <b>Total Fund: 140 - PARK &amp; REC DONATION FUND:</b> | <b>1,177.15</b>   | <b>-666.64</b>     | <b>794.40</b>     | <b>1,461.04</b>                  | <b>-4,000.00</b>   |
| <b>Fund: 141 - MTOWN TENNIS ASSOC</b>                  |                   |                    |                   |                                  |                    |
| Revenue                                                | 3.20              | 3.32               | 6.42              | 3.10                             | 20.00              |
| <b>Total Fund: 141 - MTOWN TENNIS ASSOC:</b>           | <b>3.20</b>       | <b>3.32</b>        | <b>6.42</b>       | <b>3.10</b>                      | <b>20.00</b>       |
| <b>Fund: 142 - SOFTBALL ASSOCIATION FUND</b>           |                   |                    |                   |                                  |                    |
| Revenue                                                | 30,000.00         | 5,130.00           | 30,000.00         | 24,870.00                        | 30,780.00          |
| Expense                                                | 5,988.13          | 5,125.20           | 10,392.03         | -5,266.83                        | 30,780.00          |
| <b>Total Fund: 142 - SOFTBALL ASSOCIATION FUND:</b>    | <b>24,011.87</b>  | <b>4.80</b>        | <b>19,607.97</b>  | <b>19,603.17</b>                 | <b>0.00</b>        |
| <b>Fund: 144 - LIVE HEALTHY IOWA</b>                   |                   |                    |                   |                                  |                    |
| Revenue                                                | 6.94              | 1,256.16           | 13.94             | -1,242.22                        | 7,540.00           |
| Expense                                                | 0.00              | 1,257.70           | 0.00              | 1,257.70                         | 7,547.00           |
| <b>Total Fund: 144 - LIVE HEALTHY IOWA :</b>           | <b>6.94</b>       | <b>-1.54</b>       | <b>13.94</b>      | <b>15.48</b>                     | <b>-7.00</b>       |
| <b>Fund: 148 - FEMA-COVID19</b>                        |                   |                    |                   |                                  |                    |
| Revenue                                                | 0.00              | 1,416.66           | 0.00              | -1,416.66                        | 8,500.00           |
| Expense                                                | 966.55            | 0.00               | 966.55            | -966.55                          | 0.00               |
| <b>Total Fund: 148 - FEMA-COVID19:</b>                 | <b>-966.55</b>    | <b>1,416.66</b>    | <b>-966.55</b>    | <b>-2,383.21</b>                 | <b>8,500.00</b>    |
| <b>Fund: 149 - FEMA - WINDS</b>                        |                   |                    |                   |                                  |                    |
| Revenue                                                | 3,310,009.85      | 0.00               | 3,310,009.85      | 3,310,009.85                     | 0.00               |

## Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2022

| Account Type                                         | August Activity     | YTD Budget       | YTD Activity        | Variance Favorable (Unfavorable) | Total Budget      |
|------------------------------------------------------|---------------------|------------------|---------------------|----------------------------------|-------------------|
| Expense                                              | 600.28              | 0.00             | 677.91              | -677.91                          | 0.00              |
| <b>Total Fund: 149 - FEMA - WINDS:</b>               | <b>3,309,409.57</b> | <b>0.00</b>      | <b>3,309,331.94</b> | <b>3,309,331.94</b>              | <b>0.00</b>       |
| <b>Fund: 150 - LOCAL PD GRANTS</b>                   |                     |                  |                     |                                  |                   |
| Revenue                                              | 8,420.03            | 9,163.00         | 8,420.03            | -742.97                          | 55,000.00         |
| Expense                                              | 8,521.08            | 9,282.08         | 16,941.41           | -7,659.33                        | 55,715.00         |
| <b>Total Fund: 150 - LOCAL PD GRANTS:</b>            | <b>-101.05</b>      | <b>-119.08</b>   | <b>-8,521.38</b>    | <b>-8,402.30</b>                 | <b>-715.00</b>    |
| <b>Fund: 151 - DEPT OF JUSTICE GRANTS</b>            |                     |                  |                     |                                  |                   |
| Revenue                                              | 0.00                | 20,958.26        | 35,010.12           | 14,051.86                        | 125,800.00        |
| Expense                                              | 11,182.66           | 20,578.42        | 11,954.66           | 8,623.76                         | 123,520.00        |
| <b>Total Fund: 151 - DEPT OF JUSTICE GRANTS:</b>     | <b>-11,182.66</b>   | <b>379.84</b>    | <b>23,055.46</b>    | <b>22,675.62</b>                 | <b>2,280.00</b>   |
| <b>Fund: 152 - POLICE UNDESIGNATED GRANTS</b>        |                     |                  |                     |                                  |                   |
| Revenue                                              | 4,556.21            | 18,661.82        | 29,922.48           | 11,260.66                        | 111,979.00        |
| Expense                                              | 7,311.59            | 18,244.92        | 16,822.57           | 1,422.35                         | 109,507.00        |
| <b>Total Fund: 152 - POLICE UNDESIGNATED GRANTS:</b> | <b>-2,755.38</b>    | <b>416.90</b>    | <b>13,099.91</b>    | <b>12,683.01</b>                 | <b>2,472.00</b>   |
| <b>Fund: 153 - POLICE DEPT DONATION FUND</b>         |                     |                  |                     |                                  |                   |
| Revenue                                              | 77.78               | 449.98           | 414.76              | -35.22                           | 2,700.00          |
| Expense                                              | 659.55              | 4,739.94         | 1,174.59            | 3,565.35                         | 28,450.00         |
| <b>Total Fund: 153 - POLICE DEPT DONATION FUND:</b>  | <b>-581.77</b>      | <b>-4,289.96</b> | <b>-759.83</b>      | <b>3,530.13</b>                  | <b>-25,750.00</b> |
| <b>Fund: 156 - FIRE DEPT DONATION FUND</b>           |                     |                  |                     |                                  |                   |
| Revenue                                              | 69.66               | 333.32           | 139.96              | -193.36                          | 2,000.00          |
| Expense                                              | 4,204.41            | 1,166.66         | 4,204.41            | -3,037.75                        | 7,000.00          |
| <b>Total Fund: 156 - FIRE DEPT DONATION FUND:</b>    | <b>-4,134.75</b>    | <b>-833.34</b>   | <b>-4,064.45</b>    | <b>-3,231.11</b>                 | <b>-5,000.00</b>  |
| <b>Fund: 157 - FIRE DEPT GRANTS</b>                  |                     |                  |                     |                                  |                   |
| Revenue                                              | 0.00                | 10.00            | 0.00                | -10.00                           | 60.00             |
| <b>Total Fund: 157 - FIRE DEPT GRANTS:</b>           | <b>0.00</b>         | <b>10.00</b>     | <b>0.00</b>         | <b>-10.00</b>                    | <b>60.00</b>      |
| <b>Fund: 160 - ECONOMIC DEVELOPMENT GIFT</b>         |                     |                  |                     |                                  |                   |
| Revenue                                              | 60.77               | 58.32            | 122.09              | 63.77                            | 350.00            |
| <b>Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:</b>  | <b>60.77</b>        | <b>58.32</b>     | <b>122.09</b>       | <b>63.77</b>                     | <b>350.00</b>     |
| <b>Fund: 161 - SURETY DEPOSITS/SUBDIVIDER</b>        |                     |                  |                     |                                  |                   |
| Revenue                                              | 12.68               | 30.82            | 25.47               | -5.35                            | 185.00            |
| <b>Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:</b> | <b>12.68</b>        | <b>30.82</b>     | <b>25.47</b>        | <b>-5.35</b>                     | <b>185.00</b>     |
| <b>Fund: 170 - LIBRARY DONATION FUND</b>             |                     |                  |                     |                                  |                   |
| Revenue                                              | 159.49              | 17,879.16        | 339.23              | -17,539.93                       | 107,275.00        |
| Expense                                              | 1,351.91            | 25,076.10        | 2,392.40            | 22,683.70                        | 150,487.00        |
| <b>Total Fund: 170 - LIBRARY DONATION FUND:</b>      | <b>-1,192.42</b>    | <b>-7,196.94</b> | <b>-2,053.17</b>    | <b>5,143.77</b>                  | <b>-43,212.00</b> |
| <b>Fund: 177 - SEIZED ASSETS (POLICE)</b>            |                     |                  |                     |                                  |                   |
| Revenue                                              | 35.25               | 541.46           | 1,066.19            | 524.73                           | 3,250.00          |
| Expense                                              | 1,802.50            | 666.46           | 2,082.59            | -1,416.13                        | 4,000.00          |

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2022

| Account Type                                          | August Activity    | YTD Budget        | YTD Activity       | Variance Favorable (Unfavorable) | Total Budget       |
|-------------------------------------------------------|--------------------|-------------------|--------------------|----------------------------------|--------------------|
| <b>Total Fund: 177 - SEIZED ASSETS (POLICE):</b>      | <b>-1,767.25</b>   | <b>-125.00</b>    | <b>-1,016.40</b>   | <b>-891.40</b>                   | <b>-750.00</b>     |
| <b>Fund: 184 - VOUCHERS - 002, 003</b>                |                    |                   |                    |                                  |                    |
| Revenue                                               | 108,612.34         | 207,604.90        | 217,458.47         | 9,853.57                         | 1,245,630.00       |
| Expense                                               | 102,760.31         | 203,798.00        | 205,410.13         | -1,612.13                        | 1,223,256.00       |
| <b>Total Fund: 184 - VOUCHERS - 002, 003:</b>         | <b>5,852.03</b>    | <b>3,806.90</b>   | <b>12,048.34</b>   | <b>8,241.44</b>                  | <b>22,374.00</b>   |
| <b>Fund: 189 - #6 HUD LEAD GRANT</b>                  |                    |                   |                    |                                  |                    |
| Revenue                                               | 514.31             | 267,590.32        | 110,634.00         | -156,956.32                      | 1,605,541.99       |
| Expense                                               | 164,163.06         | 267,457.78        | 213,061.59         | 54,396.19                        | 1,605,324.00       |
| <b>Total Fund: 189 - #6 HUD LEAD GRANT:</b>           | <b>-163,648.75</b> | <b>132.54</b>     | <b>-102,427.59</b> | <b>-102,560.13</b>               | <b>217.99</b>      |
| <b>Fund: 200 - GO BONDS DEBT FUND</b>                 |                    |                   |                    |                                  |                    |
| Revenue                                               | 222.41             | 978,204.94        | 9,129.06           | -969,075.88                      | 5,871,254.00       |
| Expense                                               | 0.00               | 974,344.62        | 0.00               | 974,344.62                       | 5,846,502.00       |
| <b>Total Fund: 200 - GO BONDS DEBT FUND:</b>          | <b>222.41</b>      | <b>3,860.32</b>   | <b>9,129.06</b>    | <b>5,268.74</b>                  | <b>24,752.00</b>   |
| <b>Fund: 300 - CIP COLLECTION FUND</b>                |                    |                   |                    |                                  |                    |
| Revenue                                               | 636.55             | 106,794.98        | 6,666.64           | -100,128.34                      | 640,770.00         |
| Expense                                               | 0.00               | 132,766.50        | 0.00               | 132,766.50                       | 796,599.00         |
| <b>Total Fund: 300 - CIP COLLECTION FUND:</b>         | <b>636.55</b>      | <b>-25,971.52</b> | <b>6,666.64</b>    | <b>32,638.16</b>                 | <b>-155,829.00</b> |
| <b>Fund: 311 - RISE STREET GRANTS</b>                 |                    |                   |                    |                                  |                    |
| Revenue                                               | 0.00               | 735,286.04        | 0.00               | -735,286.04                      | 4,413,371.00       |
| Expense                                               | 283,640.15         | 734,924.40        | 807,894.92         | -72,970.52                       | 4,411,311.00       |
| <b>Total Fund: 311 - RISE STREET GRANTS:</b>          | <b>-283,640.15</b> | <b>361.64</b>     | <b>-807,894.92</b> | <b>-808,256.56</b>               | <b>2,060.00</b>    |
| <b>Fund: 312 - AIRPORT PROJECT FUND</b>               |                    |                   |                    |                                  |                    |
| Revenue                                               | 155.76             | 27,777.66         | 211,982.93         | 184,205.27                       | 166,666.00         |
| Expense                                               | 1,031.64           | 0.00              | 27,811.38          | -27,811.38                       | 0.00               |
| <b>Total Fund: 312 - AIRPORT PROJECT FUND:</b>        | <b>-875.88</b>     | <b>27,777.66</b>  | <b>184,171.55</b>  | <b>156,393.89</b>                | <b>166,666.00</b>  |
| <b>Fund: 320 - SPECIAL ASSESSMENT PROJECTS</b>        |                    |                   |                    |                                  |                    |
| Revenue                                               | 0.00               | 833.32            | 0.00               | -833.32                          | 5,000.00           |
| <b>Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:</b> | <b>0.00</b>        | <b>833.32</b>     | <b>0.00</b>        | <b>-833.32</b>                   | <b>5,000.00</b>    |
| <b>Fund: 340 - BIKE PATH PROJECT FUND</b>             |                    |                   |                    |                                  |                    |
| Revenue                                               | 0.00               | 60,042.32         | 0.00               | -60,042.32                       | 360,254.00         |
| Expense                                               | 8,272.30           | 100,423.30        | 23,348.90          | 77,074.40                        | 602,540.00         |
| <b>Total Fund: 340 - BIKE PATH PROJECT FUND:</b>      | <b>-8,272.30</b>   | <b>-40,380.98</b> | <b>-23,348.90</b>  | <b>17,032.08</b>                 | <b>-242,286.00</b> |
| <b>Fund: 341 - TREES FOREVER PROJECT</b>              |                    |                   |                    |                                  |                    |
| Revenue                                               | 13,905.19          | 1,666.66          | 23,955.84          | 22,289.18                        | 10,000.00          |
| Expense                                               | 0.00               | 3,333.32          | 0.00               | 3,333.32                         | 20,000.00          |
| <b>Total Fund: 341 - TREES FOREVER PROJECT:</b>       | <b>13,905.19</b>   | <b>-1,666.66</b>  | <b>23,955.84</b>   | <b>25,622.50</b>                 | <b>-10,000.00</b>  |

## Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2022

| Account Type                                            | August Activity     | YTD Budget         | YTD Activity        | Variance Favorable (Unfavorable) | Total Budget         |
|---------------------------------------------------------|---------------------|--------------------|---------------------|----------------------------------|----------------------|
| <b>Fund: 350 - GO BONDS CAPITAL PROJECTS</b>            |                     |                    |                     |                                  |                      |
| Revenue                                                 | 10.33               | 0.00               | 20.75               | 20.75                            | 0.00                 |
| <b>Total Fund: 350 - GO BONDS CAPITAL PROJECTS:</b>     | <b>10.33</b>        | <b>0.00</b>        | <b>20.75</b>        | <b>20.75</b>                     | <b>0.00</b>          |
| <b>Fund: 354 - POLICE &amp; FIRE STATIONS</b>           |                     |                    |                     |                                  |                      |
| Expense                                                 | 0.00                | 0.00               | 741.00              | -741.00                          | 0.00                 |
| <b>Total Fund: 354 - POLICE &amp; FIRE STATIONS:</b>    | <b>0.00</b>         | <b>0.00</b>        | <b>741.00</b>       | <b>-741.00</b>                   | <b>0.00</b>          |
| <b>Fund: 355 - 2015 GO BONDS (D&amp;D)</b>              |                     |                    |                     |                                  |                      |
| Revenue                                                 | 629.07              | 103,376.64         | 12,654.07           | -90,722.57                       | 620,500.00           |
| Expense                                                 | 38,907.89           | 128,054.76         | 60,453.68           | 67,601.08                        | 768,600.00           |
| <b>Total Fund: 355 - 2015 GO BONDS (D&amp;D):</b>       | <b>-38,278.82</b>   | <b>-24,678.12</b>  | <b>-47,799.61</b>   | <b>-23,121.49</b>                | <b>-148,100.00</b>   |
| <b>Fund: 360 - 2019 GO BONDS &amp; PROJECTS</b>         |                     |                    |                     |                                  |                      |
| Revenue                                                 | 1,508.24            | 1,666.00           | 3,030.16            | 1,364.16                         | 10,000.00            |
| Expense                                                 | 280,229.87          | 148,990.38         | 281,673.87          | -132,683.49                      | 894,300.00           |
| <b>Total Fund: 360 - 2019 GO BONDS &amp; PROJECTS:</b>  | <b>-278,721.63</b>  | <b>-147,324.38</b> | <b>-278,643.71</b>  | <b>-131,319.33</b>               | <b>-884,300.00</b>   |
| <b>Fund: 361 - LIBRARY BUILDING ADDITION</b>            |                     |                    |                     |                                  |                      |
| Revenue                                                 | 1.80                | 0.00               | 3.61                | 3.61                             | 0.00                 |
| <b>Total Fund: 361 - LIBRARY BUILDING ADDITION:</b>     | <b>1.80</b>         | <b>0.00</b>        | <b>3.61</b>         | <b>3.61</b>                      | <b>0.00</b>          |
| <b>Fund: 362 - 2020 GO BONDS</b>                        |                     |                    |                     |                                  |                      |
| Revenue                                                 | 816.78              | 62,512.14          | 1,640.97            | -60,871.17                       | 375,223.00           |
| Expense                                                 | 3,547.02            | 154,517.00         | 3,547.02            | 150,969.98                       | 927,473.00           |
| <b>Total Fund: 362 - 2020 GO BONDS:</b>                 | <b>-2,730.24</b>    | <b>-92,004.86</b>  | <b>-1,906.05</b>    | <b>90,098.81</b>                 | <b>-552,250.00</b>   |
| <b>Fund: 363 - 2021 GO BONDS</b>                        |                     |                    |                     |                                  |                      |
| Revenue                                                 | 9,564.84            | 570,992.50         | 44,216.41           | -526,776.09                      | 3,427,326.00         |
| Expense                                                 | 128,567.39          | 1,221,418.80       | 140,373.55          | 1,081,045.25                     | 7,328,513.00         |
| <b>Total Fund: 363 - 2021 GO BONDS:</b>                 | <b>-119,002.55</b>  | <b>-650,426.30</b> | <b>-96,157.14</b>   | <b>554,269.16</b>                | <b>-3,901,187.00</b> |
| <b>Fund: 364 - 2022 GO BONDS</b>                        |                     |                    |                     |                                  |                      |
| Revenue                                                 | 0.00                | 1,666,000.00       | 0.00                | -1,666,000.00                    | 10,000,000.00        |
| Expense                                                 | 0.00                | 1,666,000.00       | 0.00                | 1,666,000.00                     | 10,000,000.00        |
| <b>Total Fund: 364 - 2022 GO BONDS:</b>                 | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>         | <b>0.00</b>                      | <b>0.00</b>          |
| <b>Fund: 389 - AMERICAN RESCUE PLAN</b>                 |                     |                    |                     |                                  |                      |
| Revenue                                                 | 1,993,589.41        | 331,023.02         | 1,993,589.41        | 1,662,566.39                     | 1,986,933.00         |
| Expense                                                 | 3,387.53            | 522,834.50         | 3,387.53            | 519,446.97                       | 3,138,147.00         |
| <b>Total Fund: 389 - AMERICAN RESCUE PLAN:</b>          | <b>1,990,201.88</b> | <b>-191,811.48</b> | <b>1,990,201.88</b> | <b>2,182,013.36</b>              | <b>-1,151,214.00</b> |
| <b>Fund: 392 - TIF DISTRICT III CAP PROJECTS</b>        |                     |                    |                     |                                  |                      |
| Revenue                                                 | 8.16                | 0.00               | 16.40               | 16.40                            | 0.00                 |
| <b>Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:</b> | <b>8.16</b>         | <b>0.00</b>        | <b>16.40</b>        | <b>16.40</b>                     | <b>0.00</b>          |
| <b>Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND</b>    |                     |                    |                     |                                  |                      |
| Revenue                                                 | 0.00                | 264,047.64         | 0.00                | -264,047.64                      | 1,584,781.00         |
| Expense                                                 | 169,336.83          | 227,453.98         | 275,600.69          | -48,146.71                       | 1,365,270.00         |



## Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2022

| Account Type                                                | August Activity    | YTD Budget         | YTD Activity       | Variance Favorable (Unfavorable) | Total Budget       |
|-------------------------------------------------------------|--------------------|--------------------|--------------------|----------------------------------|--------------------|
| <b>Total Fund: 395 - ECONOMIC DEVELOPMENT PROJECT FUND:</b> | <b>-169,336.83</b> | <b>36,593.66</b>   | <b>-275,600.69</b> | <b>-312,194.35</b>               | <b>219,511.00</b>  |
| <b>Fund: 610 - WATER POLLUTION CONTROL</b>                  |                    |                    |                    |                                  |                    |
| Revenue                                                     | 217,204.40         | 1,991,662.00       | 799,500.63         | -1,192,161.37                    | 11,949,972.00      |
| Expense                                                     | 217,204.40         | 1,991,495.36       | 797,017.49         | 1,194,477.87                     | 11,949,972.00      |
| <b>Total Fund: 610 - WATER POLLUTION CONTROL:</b>           | <b>0.00</b>        | <b>166.64</b>      | <b>2,483.14</b>    | <b>2,316.50</b>                  | <b>0.00</b>        |
| <b>Fund: 611 - WPCP REVENUE</b>                             |                    |                    |                    |                                  |                    |
| Revenue                                                     | 644,447.41         | 2,025,249.28       | 1,355,364.42       | -669,884.86                      | 12,151,496.00      |
| Expense                                                     | 217,191.37         | 2,125,551.26       | 799,487.60         | 1,326,063.66                     | 12,753,333.00      |
| <b>Total Fund: 611 - WPCP REVENUE:</b>                      | <b>427,256.04</b>  | <b>-100,301.98</b> | <b>555,876.82</b>  | <b>656,178.80</b>                | <b>-601,837.00</b> |
| <b>Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV</b>            |                    |                    |                    |                                  |                    |
| Revenue                                                     | 1,239.03           | 4,166.66           | 2,489.29           | -1,677.37                        | 25,000.00          |
| <b>Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:</b>     | <b>1,239.03</b>    | <b>4,166.66</b>    | <b>2,489.29</b>    | <b>-1,677.37</b>                 | <b>25,000.00</b>   |
| <b>Fund: 615 - WPCP PLANT &amp; IMPROVEMENTS</b>            |                    |                    |                    |                                  |                    |
| Revenue                                                     | 0.00               | 1,333,333.32       | 0.00               | -1,333,333.32                    | 8,000,000.00       |
| Expense                                                     | 41,140.00          | 1,401,026.64       | 53,400.00          | 1,347,626.64                     | 8,406,160.00       |
| <b>Total Fund: 615 - WPCP PLANT &amp; IMPROVEMENTS:</b>     | <b>-41,140.00</b>  | <b>-67,693.32</b>  | <b>-53,400.00</b>  | <b>14,293.32</b>                 | <b>-406,160.00</b> |
| <b>Fund: 616 - SANITARY SEWER REHAB PROJECT</b>             |                    |                    |                    |                                  |                    |
| Expense                                                     | 0.00               | 0.00               | 1,132.75           | -1,132.75                        | 0.00               |
| <b>Total Fund: 616 - SANITARY SEWER REHAB PROJECT:</b>      | <b>0.00</b>        | <b>0.00</b>        | <b>1,132.75</b>    | <b>-1,132.75</b>                 | <b>0.00</b>        |
| <b>Fund: 617 - SANITARY SEWER NEW CONSTRUCTN</b>            |                    |                    |                    |                                  |                    |
| Revenue                                                     | 3,349.00           | 2,583.32           | 3,473.00           | 889.68                           | 15,500.00          |
| <b>Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:</b>     | <b>3,349.00</b>    | <b>2,583.32</b>    | <b>3,473.00</b>    | <b>889.68</b>                    | <b>15,500.00</b>   |
| <b>Fund: 650 - URBAN TREE FUND</b>                          |                    |                    |                    |                                  |                    |
| Revenue                                                     | 0.00               | 20,574.00          | 0.00               | -20,574.00                       | 123,444.00         |
| Expense                                                     | 0.00               | 20,153.34          | 0.00               | 20,153.34                        | 120,959.00         |
| <b>Total Fund: 650 - URBAN TREE FUND:</b>                   | <b>0.00</b>        | <b>420.66</b>      | <b>0.00</b>        | <b>-420.66</b>                   | <b>2,485.00</b>    |
| <b>Fund: 690 - TRANSIT OPERATING</b>                        |                    |                    |                    |                                  |                    |
| Revenue                                                     | 134,274.85         | 163,143.78         | 186,077.00         | 22,933.22                        | 978,863.00         |
| Expense                                                     | 78,096.85          | 163,375.12         | 147,879.84         | 15,495.28                        | 980,540.00         |
| <b>Total Fund: 690 - TRANSIT OPERATING:</b>                 | <b>56,178.00</b>   | <b>-231.34</b>     | <b>38,197.16</b>   | <b>38,428.50</b>                 | <b>-1,677.00</b>   |
| <b>Fund: 740 - STORM SEWER UTILITY</b>                      |                    |                    |                    |                                  |                    |
| Revenue                                                     | 89,013.50          | 227,000.00         | 210,697.09         | -16,302.91                       | 1,362,000.00       |
| Expense                                                     | 42,701.96          | 329,499.14         | 264,893.38         | 64,605.76                        | 1,977,520.00       |
| <b>Total Fund: 740 - STORM SEWER UTILITY:</b>               | <b>46,311.54</b>   | <b>-102,499.14</b> | <b>-54,196.29</b>  | <b>48,302.85</b>                 | <b>-615,520.00</b> |
| <b>Fund: 741 - 2016 GO STORM WATER PROJ</b>                 |                    |                    |                    |                                  |                    |
| Revenue                                                     | 1,335.15           | 333.20             | 2,682.41           | 2,349.21                         | 2,000.00           |
| Expense                                                     | 0.00               | 0.00               | 161,282.03         | -161,282.03                      | 0.00               |
| <b>Total Fund: 741 - 2016 GO STORM WATER PROJ:</b>          | <b>1,335.15</b>    | <b>333.20</b>      | <b>-158,599.62</b> | <b>-158,932.82</b>               | <b>2,000.00</b>    |

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2022

| Account Type                                             | August Activity     | YTD Budget           | YTD Activity        | Variance Favorable (Unfavorable) | Total Budget          |
|----------------------------------------------------------|---------------------|----------------------|---------------------|----------------------------------|-----------------------|
| <b>Fund: 750 - COMPOSTING FACILITY</b>                   |                     |                      |                     |                                  |                       |
| Revenue                                                  | 10,682.27           | 10,049.92            | 21,714.05           | 11,664.13                        | 60,300.00             |
| Expense                                                  | 4,305.14            | 11,463.64            | 7,259.93            | 4,203.71                         | 68,798.00             |
| <b>Total Fund: 750 - COMPOSTING FACILITY:</b>            | <b>6,377.13</b>     | <b>-1,413.72</b>     | <b>14,454.12</b>    | <b>15,867.84</b>                 | <b>-8,498.00</b>      |
| <b>Fund: 760 - P&amp;R CONCESSIONS ENTERPRISE</b>        |                     |                      |                     |                                  |                       |
| Revenue                                                  | 2,751.50            | 6,833.32             | 11,929.55           | 5,096.23                         | 41,000.00             |
| Expense                                                  | 8,304.88            | 7,591.38             | 19,844.95           | -12,253.57                       | 45,558.00             |
| <b>Total Fund: 760 - P&amp;R CONCESSIONS ENTERPRISE:</b> | <b>-5,553.38</b>    | <b>-758.06</b>       | <b>-7,915.40</b>    | <b>-7,157.34</b>                 | <b>-4,558.00</b>      |
| <b>Fund: 881 - OCCUPATIONAL INSURANCE ESCROW</b>         |                     |                      |                     |                                  |                       |
| Revenue                                                  | 11,705.26           | 0.00                 | 23,728.96           | 23,728.96                        | 0.00                  |
| Expense                                                  | 3,708.83            | 0.00                 | 16,882.22           | -16,882.22                       | 0.00                  |
| <b>Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:</b>  | <b>7,996.43</b>     | <b>0.00</b>          | <b>6,846.74</b>     | <b>6,846.74</b>                  | <b>0.00</b>           |
| <b>Fund: 884 - GROUP HEALTH INSURANCE ESCROW</b>         |                     |                      |                     |                                  |                       |
| Revenue                                                  | 242,796.39          | 0.00                 | 494,469.41          | 494,469.41                       | 0.00                  |
| Expense                                                  | 427,698.05          | 0.00                 | 709,506.66          | -709,506.66                      | 0.00                  |
| <b>Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:</b>  | <b>-184,901.66</b>  | <b>0.00</b>          | <b>-215,037.25</b>  | <b>-215,037.25</b>               | <b>0.00</b>           |
| <b>Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND</b>        |                     |                      |                     |                                  |                       |
| Revenue                                                  | 40.17               | 0.00                 | 80.70               | 80.70                            | 0.00                  |
| Expense                                                  | 110.88              | 0.00                 | 162.88              | -162.88                          | 0.00                  |
| <b>Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:</b> | <b>-70.71</b>       | <b>0.00</b>          | <b>-82.18</b>       | <b>-82.18</b>                    | <b>0.00</b>           |
| <b>Fund: 913 - 911 COMMISION</b>                         |                     |                      |                     |                                  |                       |
| Revenue                                                  | 76,164.27           | 0.00                 | 154,675.29          | 154,675.29                       | 0.00                  |
| Expense                                                  | 73,576.61           | 0.00                 | 149,946.08          | -149,946.08                      | 0.00                  |
| <b>Total Fund: 913 - 911 COMMISION:</b>                  | <b>2,587.66</b>     | <b>0.00</b>          | <b>4,729.21</b>     | <b>4,729.21</b>                  | <b>0.00</b>           |
| <b>Fund: 999 - CITY-MARSHALLTWN POOLED CASH</b>          |                     |                      |                     |                                  |                       |
| Revenue                                                  | 496.33              | 0.00                 | 496.33              | 496.33                           | 0.00                  |
| <b>Total Fund: 999 - CITY-MARSHALLTWN POOLED CASH:</b>   | <b>496.33</b>       | <b>0.00</b>          | <b>496.33</b>       | <b>496.33</b>                    | <b>0.00</b>           |
| <b>Report Total:</b>                                     | <b>3,980,633.29</b> | <b>-1,773,645.94</b> | <b>3,011,170.15</b> | <b>4,784,816.09</b>              | <b>-10,650,535.24</b> |

## Fund Summary

| Fund                          | August Activity | YTD Budget  | YTD Activity  | Variance Favorable (Unfavorable) | Total Budget  |
|-------------------------------|-----------------|-------------|---------------|----------------------------------|---------------|
| 001 - GENERAL FUND            | -923,032.07     | 677.28      | -1,918,697.79 | -1,919,375.07                    | -0.23         |
| 010 - CASH FLOW RESERVE FUNC  | 677.56          | 19,079.20   | 1,361.26      | -17,717.94                       | 114,512.00    |
| 030 - CAPITAL RESERVE         | -21,266.05      | 29.92       | -75,048.17    | -75,078.09                       | 0.00          |
| 031 - CAPITAL RSRV-BLDG MAIN1 | 294.57          | -9,538.56   | 591.81        | 10,130.37                        | -57,250.00    |
| 110 - ROAD USE TAX            | 84,413.72       | -256,403.40 | 303,022.46    | 559,425.86                       | -1,538,771.00 |
| 112 - EMPLOYEE BENEFITS FUND  | 58.15           | 11,260.32   | 24,550.86     | 13,290.54                        | 66,388.00     |
| 117 - POLICE/FIRE RETIREMENT  | 696.32          | 3,982.82    | 12,378.96     | 8,396.14                         | 23,897.00     |
| 119 - EMERGENCY FUND          | 5.01            | 4.80        | 2,165.18      | 2,160.38                         | 29.00         |
| 121 - LOCAL OPTION SALES TAX  | 305,488.52      | -131,281.28 | 663,956.94    | 795,238.22                       | -789,547.00   |
| 125 - TAX INCREMENT FINANCI   | 543.59          | -45,528.50  | 11,805.71     | 57,334.21                        | -273,171.00   |
| 130 - CITY TORT LIABILITY     | -13,826.47      | 166.66      | -27,926.76    | -28,093.42                       | 1,000.00      |
| 132 - GRANTS-STATE/LOCAL AGE  | -10,473.71      | 2,332.56    | -67,009.00    | -69,341.56                       | 14,045.00     |
| 133 - UNDESIGNATED FEDERAL C  | -22,737.96      | 8,609.42    | 966.09        | -7,643.33                        | 51,750.00     |
| 140 - PARK & REC DONATION FU  | 1,177.15        | -666.64     | 794.40        | 1,461.04                         | -4,000.00     |
| 141 - MTOWN TENNIS ASSOC      | 3.20            | 3.32        | 6.42          | 3.10                             | 20.00         |
| 142 - SOFTBALL ASSOCIATION FU | 24,011.87       | 4.80        | 19,607.97     | 19,603.17                        | 0.00          |
| 144 - LIVE HEALTHY IOWA       | 6.94            | -1.54       | 13.94         | 15.48                            | -7.00         |
| 148 - FEMA-COVID19            | -966.55         | 1,416.66    | -966.55       | -2,383.21                        | 8,500.00      |
| 149 - FEMA - WINDS            | 3,309,409.57    | 0.00        | 3,309,331.94  | 3,309,331.94                     | 0.00          |
| 150 - LOCAL PD GRANTS         | -101.05         | -119.08     | -8,521.38     | -8,402.30                        | -715.00       |
| 151 - DEPT OF JUSTICE GRANTS  | -11,182.66      | 379.84      | 23,055.46     | 22,675.62                        | 2,280.00      |
| 152 - POLICE UNDESIGNATED GR  | -2,755.38       | 416.90      | 13,099.91     | 12,683.01                        | 2,472.00      |
| 153 - POLICE DEPT DONATION FL | -581.77         | -4,289.96   | -759.83       | 3,530.13                         | -25,750.00    |
| 156 - FIRE DEPT DONATION FUNI | -4,134.75       | -833.34     | -4,064.45     | -3,231.11                        | -5,000.00     |
| 157 - FIRE DEPT GRANTS        | 0.00            | 10.00       | 0.00          | -10.00                           | 60.00         |
| 160 - ECONOMIC DEVELOPMENT    | 60.77           | 58.32       | 122.09        | 63.77                            | 350.00        |
| 161 - SURETY DEPOSITS/SUBDIVI | 12.68           | 30.82       | 25.47         | -5.35                            | 185.00        |
| 170 - LIBRARY DONATION FUND   | -1,192.42       | -7,196.94   | -2,053.17     | 5,143.77                         | -43,212.00    |
| 177 - SEIZED ASSETS (POLICE)  | -1,767.25       | -125.00     | -1,016.40     | -891.40                          | -750.00       |
| 184 - VOUCHERS - 002, 003     | 5,852.03        | 3,806.90    | 12,048.34     | 8,241.44                         | 22,374.00     |
| 189 - #6 HUD LEAD GRANT       | -163,648.75     | 132.54      | -102,427.59   | -102,560.13                      | 217.99        |
| 200 - GO BONDS DEBT FUND      | 222.41          | 3,860.32    | 9,129.06      | 5,268.74                         | 24,752.00     |
| 300 - CIP COLLECTION FUND     | 636.55          | -25,971.52  | 6,666.64      | 32,638.16                        | -155,829.00   |
| 311 - RISE STREET GRANTS      | -283,640.15     | 361.64      | -807,894.92   | -808,256.56                      | 2,060.00      |
| 312 - AIRPORT PROJECT FUND    | -875.88         | 27,777.66   | 184,171.55    | 156,393.89                       | 166,666.00    |
| 320 - SPECIAL ASSESSMENT PROJ | 0.00            | 833.32      | 0.00          | -833.32                          | 5,000.00      |
| 340 - BIKE PATH PROJECT FUND  | -8,272.30       | -40,380.98  | -23,348.90    | 17,032.08                        | -242,286.00   |
| 341 - TREES FOREVER PROJECT   | 13,905.19       | -1,666.66   | 23,955.84     | 25,622.50                        | -10,000.00    |
| 350 - GO BONDS CAPITAL PROJEC | 10.33           | 0.00        | 20.75         | 20.75                            | 0.00          |
| 354 - POLICE & FIRE STATIONS  | 0.00            | 0.00        | -741.00       | -741.00                          | 0.00          |

# Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2022

|                                   |                     |                      |                     |                     |                       |
|-----------------------------------|---------------------|----------------------|---------------------|---------------------|-----------------------|
| 355 - 2015 GO BONDS (D&D)         | -38,278.82          | -24,678.12           | -47,799.61          | -23,121.49          | -148,100.00           |
| 360 - 2019 GO BONDS & PROJEC      | -278,721.63         | -147,324.38          | -278,643.71         | -131,319.33         | -884,300.00           |
| 361 - LIBRARY BUILDING ADDITIC    | 1.80                | 0.00                 | 3.61                | 3.61                | 0.00                  |
| 362 - 2020 GO BONDS               | -2,730.24           | -92,004.86           | -1,906.05           | 90,098.81           | -552,250.00           |
| 363 - 2021 GO BONDS               | -119,002.55         | -650,426.30          | -96,157.14          | 554,269.16          | -3,901,187.00         |
| 364 - 2022 GO BONDS               | 0.00                | 0.00                 | 0.00                | 0.00                | 0.00                  |
| 389 - AMERICAN RESCUE PLAN        | 1,990,201.88        | -191,811.48          | 1,990,201.88        | 2,182,013.36        | -1,151,214.00         |
| 392 - TIF DISTRICT III CAP PROJEC | 8.16                | 0.00                 | 16.40               | 16.40               | 0.00                  |
| 395 - ECONOMIC DEVELOPMENT        | -169,336.83         | 36,593.66            | -275,600.69         | -312,194.35         | 219,511.00            |
| 610 - WATER POLLUTION CONTR       | 0.00                | 166.64               | 2,483.14            | 2,316.50            | 0.00                  |
| 611 - WPCP REVENUE                | 427,256.04          | -100,301.98          | 555,876.82          | 656,178.80          | -601,837.00           |
| 614 - WPCP CAPITAL IMPROVEM       | 1,239.03            | 4,166.66             | 2,489.29            | -1,677.37           | 25,000.00             |
| 615 - WPCP PLANT & IMPROVEN       | -41,140.00          | -67,693.32           | -53,400.00          | 14,293.32           | -406,160.00           |
| 616 - SANITARY SEWER REHAB PI     | 0.00                | 0.00                 | -1,132.75           | -1,132.75           | 0.00                  |
| 617 - SANITARY SEWER NEW COI      | 3,349.00            | 2,583.32             | 3,473.00            | 889.68              | 15,500.00             |
| 650 - URBAN TREE FUND             | 0.00                | 420.66               | 0.00                | -420.66             | 2,485.00              |
| 690 - TRANSIT OPERATING           | 56,178.00           | -231.34              | 38,197.16           | 38,428.50           | -1,677.00             |
| 740 - STORM SEWER UTILITY         | 46,311.54           | -102,499.14          | -54,196.29          | 48,302.85           | -615,520.00           |
| 741 - 2016 GO STORM WATER PF      | 1,335.15            | 333.20               | -158,599.62         | -158,932.82         | 2,000.00              |
| 750 - COMPOSTING FACILITY         | 6,377.13            | -1,413.72            | 14,454.12           | 15,867.84           | -8,498.00             |
| 760 - P&R CONCESSIONS ENTERP      | -5,553.38           | -758.06              | -7,915.40           | -7,157.34           | -4,558.00             |
| 881 - OCCUPATIONAL INSURANC       | 7,996.43            | 0.00                 | 6,846.74            | 6,846.74            | 0.00                  |
| 884 - GROUP HEALTH INSURANC       | -184,901.66         | 0.00                 | -215,037.25         | -215,037.25         | 0.00                  |
| 886 - WORKMAN'S COMP DEDUC        | -70.71              | 0.00                 | -82.18              | -82.18              | 0.00                  |
| 913 - 911 COMMISSION              | 2,587.66            | 0.00                 | 4,729.21            | 4,729.21            | 0.00                  |
| 999 - CITY-MARSHALLTWN POOL       | 496.33              | 0.00                 | 496.33              | 496.33              | 0.00                  |
| <b>Report Total:</b>              | <b>3,980,633.29</b> | <b>-1,773,645.94</b> | <b>3,011,170.15</b> | <b>4,784,816.09</b> | <b>-10,650,535.24</b> |

**RESOLUTION APPROVING A LEASE AGREEMENT WITH THE  
MARSHALLTOWN COMMUNITY SCHOOL DISTRICT FOR THE USE  
OF LAND AS A CITY PARK**

**WHEREAS**, the Marshalltown Community School District has allowed for the City of Marshalltown to have a park known as Arnold Park on a District-owned site of the former Arnold School since 1954; and

**WHEREAS**, no updates have come forward to the original 1954 agreement; and

**WHEREAS**, it is in the best interest of both the City of Marshalltown and the Marshalltown Community School District to have an updated Lease Agreement governing the use and the relationship for the park known as Arnold Park.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that the attached Lease Agreement for Arnold Park is hereby approved.

Passed this 14<sup>th</sup> day of November 2022, and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

# MARSHALLTOWN

— I O W A —

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Jessica Kinser, City Administrator  
**DATE:** November 4, 2022  
**RE:** Arnold Park Lease

**Policy Issue:** City Council is required to approve all lease agreements

|                                                                                 |                                                                                                    |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Goal 1: Expand and improve development                 | <input checked="" type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input checked="" type="checkbox"/> Goal 2: Enhance Marshalltown's public image | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life                    |

**Specific Objective/Action:**

**Recommendation:** To approve the lease as proposed

**Budget Impact:** Lease has no impact from current operations; future improvements to the park would be \$100,000+ in a future CIP.

**Description/Background:** The City as leased the area at West Linn Street and South 7<sup>th</sup> Street known as Arnold Park for nearly 70 years from the Marshalltown Community School District. During this time, there has not always been an active governing document. The City has requested that we update this lease as we head into the budget and capital improvement planning season and plan for improvements to this park.

Arnold Park is a neighborhood park that serves a very densely populated residential area within the older portions of Marshalltown. This park places a number of residents within a 1/2 mile radius of a public park, which is a measure of accessibility of residents through a 10 minute walk. It is recommended that the lease continue with MCSD to maintain this as a park.

**CITY COUNCIL**

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



## **LEASE AGREEMENT**

This Lease Agreement ("Lease") is made and entered by and between the **MARSHALLTOWN COMMUNITY SCHOOL DISTRICT** ("LANDLORD"), an Iowa school corporation, and the **CITY OF MARSHALLTOWN, IOWA** ("TENANT"), an Iowa municipal corporation, as of the date of last signature set forth below ("Effective Date").

### **RECITALS**

**WHEREAS**, LANDLORD is the record owner of that real property situated on the northwest corner of W. Linn Street and S. 7<sup>th</sup> Street in the City of Marshalltown, Marshall County, Iowa, locally known as Arnold Park, and hereinafter referred to as the "Premises," the same being legally described as follows:

LOTS ONE, TWO, THREE AND FOUR (1, 2, 3, AND 4), TOGETHER WITH THE PORTION OF VACATED ALLEY THEREIN ALL IN BLOCK FIVE (5) GILLESPIE'S ADDITION TO MARSHALLTOWN, MARSHALL COUNTY, IOWA; and

**WHEREAS**, TENANT has, with LANDLORD'S consent, occupied and maintained the Premises as a public park of the City of Marshalltown since approximately April of 1954; and

**WHEREAS**, LANDLORD and TENANT desire to formalize TENANT'S continued occupancy and maintenance of the Premises pursuant to a formal lease agreement.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, LANDLORD and TENANT agree as follows:

1. **TERM.** The initial term of this Agreement shall be ten (10) years commencing as of the Effective Date unless earlier terminated pursuant to the terms of this Agreement. Upon the expiration of the initial term, this Agreement shall continue in force and effect for successive terms of ten (10) years unless or until terminated pursuant to the terms of this Agreement.

2. **RENT, POSSESSION, USE, CARE, AND MAINTENANCE.** TENANT shall continue to possess and maintain the Premises as a public park of the City of Marshalltown, at TENANT'S sole cost and expense, for the public's use and benefit. No monetary rent shall be paid to LANDLORD during the term of this Agreement.

3. **CONDITION OF PREMISES.** TENANT takes the Premises in its present condition.

4. **INDEMNITY.** TENANT agrees to indemnify, defend, and hold LANDLORD harmless from all claims, suits, actions, damages and cost of every name and description, arising out of, related to, or resulting from TENANT'S use of the Premises as provided in this

Agreement. TENANT shall, at its cost and expense, protect, defend, and indemnify LANDLORD from and against claims including but not limited to any and all loss, costs, damage, and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises.

5. **LIABILITY AND INSURANCE.** TENANT shall bear the risk of all liability for property damage and/or bodily injury occurring upon the Premises. Further, TENANT agrees to maintain continual public liability insurance at limits approved by LANDLORD with respect to the Premises. Such policy shall include liability arising from personal injury and liability assumed under an insured contract. To the extent said insurance is in force and collectible and to the extent permitted by law, LANDLORD and TENANT hereby release and waive all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. This policy shall be endorsed to include LANDLORD as an additional insured and TENANT shall provide LANDLORD a certificate of insurance evidencing compliance with the liability insurance requirements of this Agreement, such certificate including 30 days' notice of cancellation to LANDLORD. A renewal certificate shall be provided to LANDLORD prior to expiration of current policies. TENANT and LANDLORD shall provide a copy of this Agreement to their respective insurers.

6. **THIRD PARTY BENEFICIARIES.** The parties agree no third-party beneficiaries shall be created by this Agreement.

0. **ATTORNMEN.** TENANT shall attorn and be bound to any of LANDLORD'S successors under all the terms, covenants, and conditions of this Lease for the balance of the remaining term, and TENANT shall execute any reasonable written agreements in furtherance thereof as shall be required by LANDLORD.

1. **NON-SUITABILITY OF PREMISES FOR CONTINUED USE.** In the event the Premises is rendered unsuitable for continued use for the purposes set forth in this Agreement due to no fault of either party, including but not limited to, any directive by the State of Iowa or the United States of America, or any of their respective departments or agencies, this Agreement shall automatically terminate and be of no further force or effect.

2. **TERMINATION; AMENDMENT.** This Agreement may be amended during the pendency of the initial term or any successive term upon the mutual written agreement of the parties; or terminated by either party upon the provision of ninety (90) days' written notice to the other party at any point during the initial term or any successive term. TENANT may prior to the effective date of termination, at its option and its expense, remove any or all recreational equipment and/or other improvements installed upon the Premises by TENANT and repair any damage occasioned by the removal. Any equipment remaining on the Premises on the termination date shall be the property of the LANDLORD.

3. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections, and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any



other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

4. **NOTICES AND DEMANDS.** All notices, requests, demands, and other communications required or given hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses, unless either party notifies the other, in writing, of a different address:

To TENANT: Marshalltown Community School District  
Attn: Superintendent of Schools  
1002 South 3<sup>rd</sup> Avenue  
Marshalltown, IA 50158

To LANDLORD: City of Marshalltown  
Attn: City Administrator  
24 North Center Street  
Marshalltown, IA 50158

5. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by LANDLORD and TENANT. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining terms and provisions shall not be affected.

6. **SEVERABILITY.** If any provision of this Agreement, or any portion hereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

7. **CERTIFICATION.** TENANT certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. TENANT hereby agrees to defend, indemnify and hold harmless LANDLORD from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

8. **COUNTERPARTS.** This Agreement shall be executed in two (2) counterparts, each of which when so executed and delivered, shall be deemed an original and all of which,

when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as .pdf or a similar format. LANDLORD and TENANT agree that the delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

9. **APPROVAL.** This Agreement shall be specifically contingent upon and subject to approval by the School Board for the Marshalltown Community School District following a public hearing under Iowa Code § 297.22, for LANDLORD and by the City Council of the City of Marshalltown, Iowa, for TENANT.

10. **ADDITIONAL PROVISIONS.** None if not listed in an addendum hereto.

11. **EXECUTION.** When and if executed by both LANDLORD and TENANT, this Agreement shall become a fully enforceable and binding agreement.

**LANDLORD**

**MARSHALLTOWN COMMUNITY  
SCHOOL DISTRICT,**  
an Iowa school corporation

Dated this \_\_\_\_\_ day of November 2022

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

**TENANT**

**CITY OF MARSHALLTOWN, IOWA,**  
an Iowa municipal corporation

Dated this \_\_\_\_\_ day of November 2022

By: \_\_\_\_\_  
Joel T.S. Greer, Mayor

Attest:

---

Alicia Hunter, City Clerk

RESOLUTION APPROVING CONDITION FOR LEASE  
IN CONNECTION WITH PROPOSAL TO WRECK THE  
ARNOLD SCHOOL BUILDING.

WHEREAS, the City of Marshalltown, Iowa, proposes to the Independent School District of Marshalltown, Iowa, by resolution duly adopted on the 26th day of April, 1954, that the City of Marshalltown, Iowa, would wreck and remove the materials from the Arnold Scholl Building for the salvage materials therein and for a lease for a term of five years for City recreational uses and purposes, and

WHEREAS, the Independent School District of Marshalltown, Iowa, as the owner of Lots One, Two, Three and Four (1, 2, 3, and 4), together with the portion of vacated alley therein all in Block Five (5), Gillespie's Addition to Marshall, wherein and whereon the abandoned Arnold School Building is located has accepted the proposal of said City except as to a reservation for a right to terminate lease to said ground and desires to modify said proposed resolution in this respect that in the event the School District wants to use the said ground for school purposes and desires to cancel the proposed five year lease to the City of Marshalltown, Iowa, it will then reimburse the City at the rate of Five Hundred (\$500.00) Dollars per year for each remaining year of the unexpired lease, and

WHEREAS, this Council considers this proposed modification as acceptable to it and an acknowledgment of the superior right to the said School District to devote the same to needed uses and purposes of said School District should the condition arise and that this Council should approve the said modification in harmony with its desire for mutual understanding with the Independent School District of Marshalltown, Iowa.

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

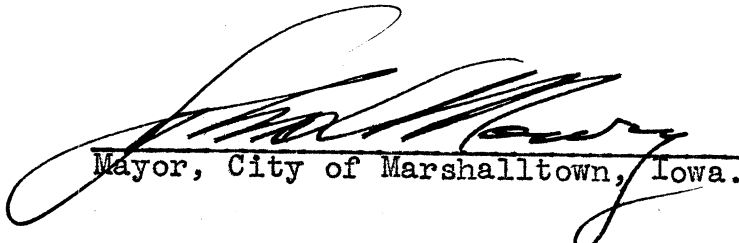
Section 1. That the City of Marshalltown, Iowa, hereby accepts the modification of its resolution proposing to wreck the Arnold School Building and for lease adopted by it on the 26th day of April, 1954, and consents to the condition proposed by the Independent School District of Marshalltown, Iowa, as adopted by it on May 17, 1954, wherein the following condition is added thereto and made

a part of said resolution:

"That in the event the School District wants the use of the land for school purposes and desires to cancel the proposed five year lease, the District will then reimburse the City at the rate of \$500.00 per year for each year remaining of the unexpired lease."

Section 2. That the City Solicitor shall prepare the necessary agreement for execution by the Mayor and Clerk in accordance with the proposed resolution as now modified for acceptance and signature by the proper officers of the Independent School District of Marshalltown, Iowa, and for lease for recreational uses of the City of Marshalltown, Iowa, and that when said agreements have been formally signed that the City of Marshalltown, Iowa, through its proper officers take possession thereof for the purposes embodied in the resolution formerly adopted and as now amended.

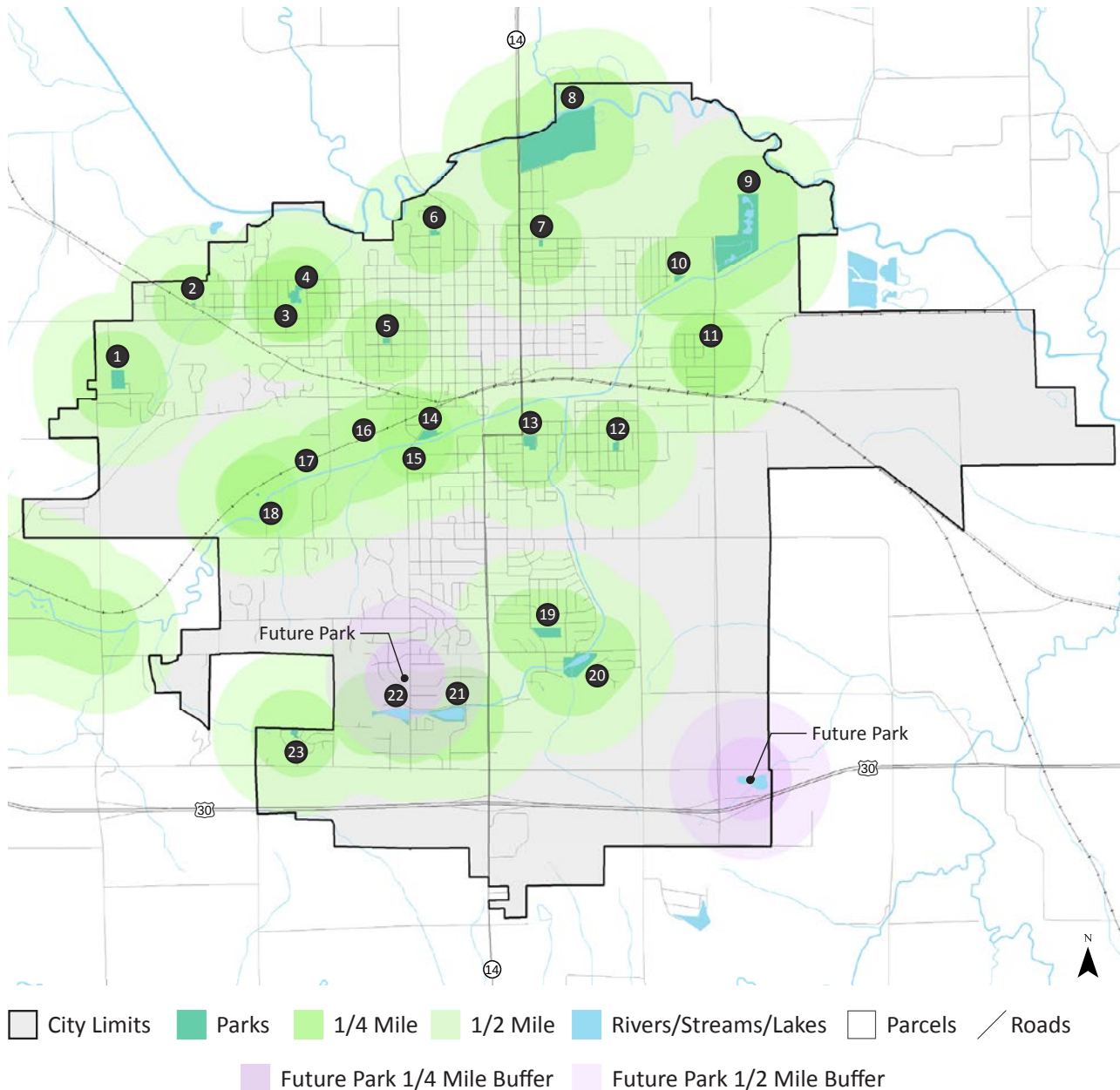
Section 3. That ~~this~~ resolution shall be in full force and effect from and after its passage and approval by the Council and upon formal execution of the necessary instruments by and between the City of Marshalltown, Iowa, and the Independent School District of Marshalltown, Iowa, to make the same effective.

  
Mayor, City of Marshalltown, Iowa.

Attest:   
Clerk, City of Marshalltown, Iowa.

## MARSHALLTOWN PARKS AND SERVICE AREAS

Each City park has its own unique needs, users, and opportunities. Therefore, each park has its own set of recommendations, timeline for improvements, and associated costs. The map below highlights the location of each of the parks, as well as the 1/4 mile and 1/2 mile service areas for each. Generally, a 1/4 mile service area indicates an approximate 5 minute walk, and a 1/2 mile equating to a +/- 10 minute walk. A recommended goal for the City of Marshalltown is to ensure that all residents have a park that is within walking distance of their home.



- |                     |                           |                             |                      |
|---------------------|---------------------------|-----------------------------|----------------------|
| 1 BiCentennial Park | 7 BPW Park                | 13 Anson Park               | 19 Kiwanis Park      |
| 2 Lawrence Park     | 8 Riverview Park          | 14 MEGA 10 Park             | 20 Timber Creek Park |
| 3 West End Park     | 9 Nicholson-Ford OHV Park | 15 Marshalltown Skate Park  | 21 Goldfinch Park    |
| 4 Tankersley Park   | 10 Peterson Park          | 16 6th St. Softball Complex | 22 Glenwood Park     |
| 5 Arnold's Park     | 11 Optimist Park          | 17 Judge Park               | 23 Jaycees Park      |
| 6 Elk's Park        | 12 Assistance League Park | 18 Morris Park              | • Future Park        |

Figure 4.3: Marshalltown Parks and Service Areas Map

**RESOLUTION APPROVING LEASE BETWEEN THE CITY OF MARSHALLTOWN,  
IOWA, AND MARSHALLTOWN SOFTBALL ASSOCIATION, INC**

**WHEREAS**, there is herewith submitted to the City Council of Marshalltown, Iowa a proposed renewal of a Lease Agreement by and between the City of Marshalltown, Iowa, and Marshalltown Softball Association, Inc., to provide recreational softball programs to the youth and adults of this community; and

**WHEREAS**, there has been presented to the Marshalltown City Council a form of lease for approval by the City of Marshalltown, Iowa, and the Marshalltown Softball Association, Inc., Marshalltown, Iowa, for a term of not to exceed five (5) years from and after the 1st day of January 2021, and up to noon of the 31st day of December 2025, for the use and occupancy by Lessee of the property described therein to provide recreational softball programs to the youth and adults of this community; and

**WHEREAS**, this Council has considered the terms, conditions, and intended use of such property, and that such a Lease Agreement is in the best interest of the city and should be approved.

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

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

**Section 1:** That the renewal of a Lease Agreement by and between the City of Marshalltown, Iowa, and Marshalltown Softball Association, Inc., for the lease of the property for the purposes detailed in the lease, is hereby fully approved and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City. A copy of said Agreement is attached hereto sets forth the terms and legal description.

CITY OF MARSHALLTOWN, IOWA

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Joel T.S. Greer, Mayor

ATTEST:

---

Alicia Hunter, City Clerk

**LEASE AGREEMENT  
SOUTH 6<sup>th</sup> STREET SOFTBALL COMPLEX**

This Agreement is made and entered into on this \_\_\_\_\_ day of November 2022, by and between the City of Marshalltown, Iowa through its PARKS & RECREATION DEPARTMENT, hereinafter referred to as the Lessor and MARSHALLTOWN SOFTBALL ASSOCIATION, INC., of Marshalltown, Iowa, hereinafter referred to as the Lessee, is mutually agreed as follows, to wit:

Lessor does hereby lease the Lessee the following described premises in Marshalltown, Marshall County, Iowa, to wit:

**LEGAL DESCRIPTION**

Lot 3 of the Northeast Quarter of the Southeast Quarter, AND Lot 1 of the Southeast Quarter of the Southeast Quarter, except that part of Lot 1 leased to the Marshalltown Football League, all in Section 34, Township 84, West of the 5<sup>th</sup> P.M., Marshall County, Iowa.

That the term of this Lease Agreement shall be from the 1<sup>st</sup> day of January 2021 to the 31<sup>st</sup> day of December 2025, for the consideration of Five (\$5.00) Dollars payable in full in advance of the lease term at the office of Lessor in Marshalltown, Iowa, as follows, to-wit:

The parking lot located on this leased premises shall be mutually maintained by Lessor and Lessee. Lessor will sweep the lot three times per year: spring, summer, and fall. Lessor shall plow fire access to the Concession stand and maintenance shed during the winter but will utilize the parking lot as a snow dump site if needed.

Lessor reserves the right to use the parking lot or portions of it for special events or activities upon notification to Lessee. The dates are to be determined. Lessor reserves the right of use of the parking lot for the skate park and recreational trail users at all times and for the Marshalltown Football League during its season.

Lessee shall properly mow and trim all areas within the yellow-lined boundaries of the attached drawing.

Lessor agrees to provide labor and equipment necessary to maintain and/or repair field lights and scoreboards and to perform other electrical repairs needed and agreed upon by both parties. Lessee shall be responsible for the cost of any repair parts. Lessee will be responsible for winterization, maintenance, or repairs of any water or plumbing issues including the field sprinkler systems.

Lessor agrees to provide storage for Lessee's Toro slicer and to slice all ballfields one time per month from May to October. Lessee agrees to allow Lessor to use the slicer as needed on other properties within the City. Lessor agrees to aerate all fields once every year after the season's end. The purpose of this Lease Agreement is to provide a softball program in conformity with



the programs operated by Lessee in the past. In the event a dispute arises as to the terms and conditions of this Lease Agreement the Parties agree to meet to resolve these disputes in conformity with the stated purpose hereof.

If at any time the softball program now promoted and handled by Lessee should no longer exist, this Lease Agreement shall immediately terminate.

Lessee shall be responsible for the maintenance and upkeep of any building or structures located upon said premises for Lessees' use. In the event, any buildings or structures are removed with the agreement of the Lessor it is the responsibility of the Lessee to remove any vertical structures and in-ground infrastructure and fill any holes with dirt and seed.

Lessee shall at no time sub-lease said property without Lessor's prior written approval.

Lessee shall immediately notify Lessor of any proposed improvements to be placed upon the premises, to the end that Lessor shall be made fully aware thereof. No improvements shall be allowed without Lessor's consent.

Lessee will maintain liability insurance coverage on the leased premises, naming Lessor as an additional insured. Coverage shall be not less than \$1,000,000 per person and \$2,000,000 per event. Proof of insurance shall be provided by Lessee upon request of Lessor. Lessee shall hold Lessor harmless from any claims made for personal injury or property damage arising out of any activity authorized by Lessee upon said premises by anyone present thereon as a spectator, laborer, or otherwise. If the Lessor shall use these properties after the closing of the softball season, the Lessee shall be held harmless for injury arising out of the Lessor's use.

Lessee shall be solely responsible for any utility charges such as electricity, water, sewer, and gas, all turf maintenance of the diamonds, and areas outside the playing area.

Lessee will not in any way prohibit the general public access to the Bike/Walk/Jog Path which is located on the leased premises. Lessee shall be allowed to drive maintenance equipment on the Path to enter ball diamonds to perform routine maintenance.

Marshalltown Softball Association

City of Marshalltown, Iowa

\_\_\_\_\_  
President

\_\_\_\_\_  
Joel Greer, Mayor

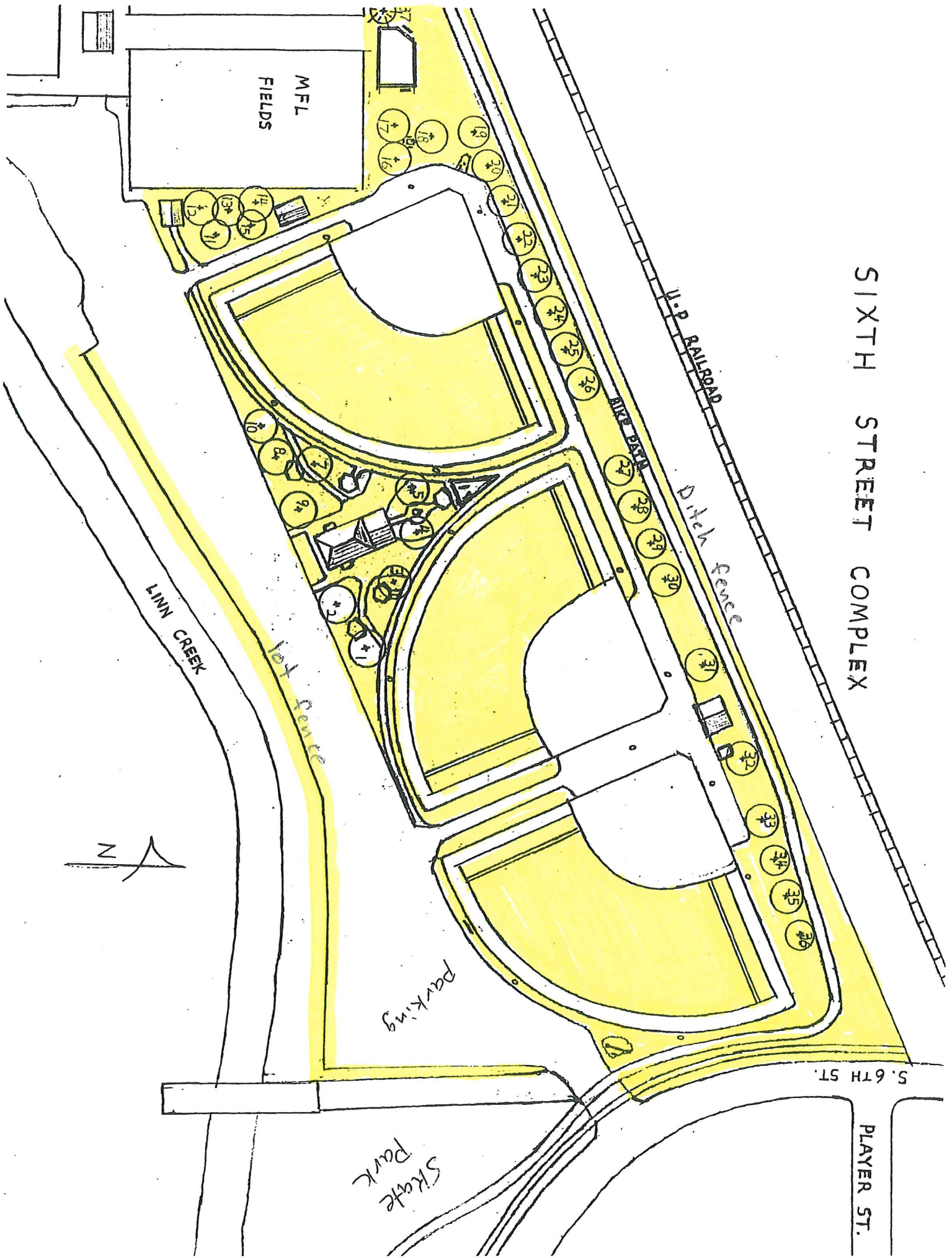
ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Alicia Hunter, City Clerk

SIXTH STREET COMPLEX



**RESOLUTION AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL  
OPTION SALES TAX FOR STUMP REMOVAL AND ASH TREE REMOVAL FROM  
CITY PARKS AND RIGHT-OF-WAY**

**WHEREAS**, the City of Marshalltown has many tree stumps in City parks and right-of-way from the derecho along with many ash trees that need to be addressed; and

**WHEREAS**, Parks and Recreation would like to complete the removal of all stumps and ash trees in the park system and right-of-way; and

**WHEREAS**, the City Council has reviewed the request and found it to be in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that \$75,000 is approved in Council-designated Local Option Sales Tax funds for the removal of stumps and ash trees.

Passed this 14<sup>th</sup> day of November 2022, and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

# MARSHALLTOWN

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## I O W A

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Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Geoff Hubbard, Park & Recreation Director  
**DATE:** 11/08/22  
**RE:** City stump and ash tree removal in city parks and right-of-ways

**Policy Issue:** Authorization for use of Council Designated Local Option Sales Tax.

|                                                                                 |                                                                                         |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Goal 1: Expand and improve development                 | <input type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input checked="" type="checkbox"/> Goal 2: Enhance Marshalltown's public image | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life         |

**Specific Objective/Action:** Objective 2: Enhance Marshalltown's Public Image

**Recommendation:** Staff is recommending approval of the use of LOST funds up to \$75,000.00 to remove the remaining stumps left from the derecho and ash trees that are dead due to the Emerald Ash Borer.

**Budget Impact:** Council would designate \$75,000 in Local Option Sales Tax toward the contracts for stump and ash tree removals.

**Description/Background:** Staff has taken an inventory of how many stumps and ash trees are in the park and trail system. We have 520 stumps in the parks, 387 of which are in Riverview Park. We have 82 ash trees in parks, 37 of which are in Riverview Park. Staff feels we can definitely take care of the stumps with the current amount of money designated toward the project but may not be able to take care of all the ash trees. We would like to get bids out the week of November 7<sup>th</sup> with bids due December 6<sup>th</sup> to be reviewed by Council on December 12<sup>th</sup>, at which time Council can decide to just take care of the stumps and/or take care of the ash trees based on the bid amounts.

**Attachments:** none

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST  
ASSIGNMENT OF A TAX CERTIFICATE FOR 411 WEST LINN STREET,  
PARCEL 8418-35-105-006, HELD BY MARSHALL COUNTY**

**WHEREAS**, there are numerous parcels of real property within the City of Marshalltown (the “City”) with respect to which Marshall County holds tax certificates; and

**WHEREAS**, many of these parcels consist of raw land, have been abandoned, constitute nuisances, and/or are presently being maintained at a significant cost by the City; and

**WHEREAS**, the City has an interest in acquiring said parcels in order to facilitate the return of parcels back to the tax rolls and for the purposes of neighborhood stabilization and beautification; and

**WHEREAS**, the City of Marshalltown has a large lien on the vacant lot at 411 West Linn Street due to a demolition as a result of a fire; and

**WHEREAS**, the City of Marshalltown has identified this parcel as suitable for a Disaster Recovery Community Development Block Grant in order to build new for sale housing;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, City staff is hereby authorized to work with the County Treasurer of Marshall County to request assignment of the tax certificate held by Marshall County for parcel number 8418-35-105-006 with an address of 411 West Linn Street; and

**BE IT FURTHER RESOLVED**, the City acknowledges that if assignment of a tax certificate is requested any and all special assessments placed on the property by the City will be abated and not collectible by the City; and

**BE IT FURTHER RESOLVED**, the City cannot take possession of a tax deed prior to April 30, 2023, in order for the property to be eligible for the Disaster Recovery grant.

Passed this 14<sup>th</sup> day of November, 2022, and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Jessica Kinser, City Administrator  
**DATE:** November 4, 2022  
**RE:** Tax Certificate- 411 West Linn Street

**Policy Issue:** A resolution is required to request a County-held tax certificate

|                                                                            |                                                                                            |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Goal 1: Expand and improve development | <input type="checkbox"/> Goal 3: Continually improve the City's organization & services    |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image       | <input checked="" type="checkbox"/> Goal 4: Partner with others to improve quality of life |

**Specific Objective/Action:** Goal 1, Objective 3- Increase housing opportunities at all levels; Goal 4, Objective 3- Work with other entities on partnerships which benefit the community

**Recommendation:** To approve the resolution as proposed

**Budget Impact:** Waiver of a \$30,233 lien plus interest since 2019

**Description/Background:** The City demolished the structure at 411 West Linn Street in November 2017 as part of an effort to extinguish an active fire at the property. The City ultimately placed a lien on the property for the costs of the demolition and clean-up, which was more than \$25,000. This was billed to the owner and ultimately unpaid. In December 2018, the City certified the unpaid bill as a special assessment against the property, which has gone unpaid. When property taxes and special assessments go unpaid on a property through the annual tax sale, the County then becomes the holder of the tax certificate. Following the 2022 tax sale, the County Treasurer notified the City the property at 411 West Linn Street was available as a County-held tax certificate.

This lot is in a residential neighborhood and surrounded by housing and is ideal for a new single family residential structure. The Disaster Recovery Community Development Block Grant is the ideal funding source for completing this, and the City would like to propose that this be the 7<sup>th</sup> project of a phase of infill modular homes as part of a City application. If the City would be awarded the grant, we would not be able to actually request the tax deed until after a release of funds, or after April 30, 2023.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



**RESOLUTION APPROVING THE PURCHASE OF 8 NORTH 5<sup>TH</sup> AVENUE**

**WHEREAS**, the City of Marshalltown is eligible to apply for funding for new for sale housing through the Community Development Block Grant – Disaster Recovery funds as a result of the 2020 derecho; and

**WHEREAS**, the City of Marshalltown is proposing two infill housing projects to place modular homes on existing lots; and

**WHEREAS**, the City of Marshalltown has identified 8 North 5<sup>th</sup> Avenue, owned by UnityPoint Health- Marshalltown, as an ideal infill lot for this grant opportunity; and

**WHEREAS**, UnityPoint Health- Marshalltown has agreed to sell the land to the City of Marshalltown contingent upon receipt of the grant for \$1,000;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, the Mayor, City Clerk and City Administrator are authorized to execute the documents necessary to complete the purchase of 8 North 5<sup>th</sup> Avenue.

Passed this 14<sup>th</sup> day of November, 2022, and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

# MARSHALLTOWN

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## I O W A

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Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Jessica Kinser, City Administrator  
**DATE:** November 8, 2022  
**RE:** Purchase of 8 North 5<sup>th</sup> Avenue

**Policy Issue:** Council must approve purchase of property

|                                                                            |                                                                                         |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Goal 1: Expand and improve development | <input type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image       | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life         |

**Specific Objective/Action:** Objective 3- Increase housing opportunities at all levels

**Recommendation:** Approve the resolution as presented

**Budget Impact:** \$1,000 upon closing after May 2023; to be reimbursed through sale proceeds

**Description/Background:** The City has an opportunity to pursue infill housing through the CDBG-DR grant program as a result of the 2020 derecho. The City has one project phase to place modular homes on City-owned vacant lots. The proposal to purchase 8 North 5<sup>th</sup> Avenue would be for a second project under this grant program. The agreement is contingent upon the City receiving the grant. The purchase price of \$1,000 helps keep the future home on the lot affordable.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker





## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement ("Agreement") is entered by and between **UNITY POINT - MARSHALLTOWN**, an Iowa non-profit corporation ("SELLER"), and the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation ("BUYER"), as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of the real property ("Property") situated in the City of Marshalltown, Marshall County, Iowa, locally known as 8 N. 5<sup>th</sup> Avenue (Parcel No. 8418-26-483-006), and being legally described as follows:

THE SOUTH 90 FEET OF LOT 1, IN BLOCK 8, IN THE TOWN OF MARSHALLTOWN, MARSHALL COUNTY, IOWA.

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The Purchase Price shall be One Thousand and 00/100 Dollars (\$1,000.00) upon performance of SELLER'S obligations and satisfaction of BUYER'S contingencies with adjustment for such closing costs as are customary or otherwise provided for in this Agreement, to be added to or deducted from this amount.

2. **CONTINGENCY.** This Agreement shall be contingent upon BUYER'S successful application for a Community Development Block Grant-Disaster Recovery ("CDBG-DR") including the Property.

3. **REAL ESTATE TAXES.**

A. Unless otherwise provided in this Agreement, at closing SELLER shall pay BUYER, or BUYER shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

B. BUYER shall pay all subsequent real estate taxes to the extent required by law.

4. **SPECIAL ASSESSMENTS.**

- A. SELLER shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- B. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

5. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs, provided SELLER shall have the right but not the obligation to repair such damage. In the event the Property is damaged prior to closing or possession this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

6. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLER'S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents and receipt of all funds due at closing from BUYER under this Agreement. Closing shall be held on such date as the parties may mutually agree, but not earlier than May 1, 2023, nor later than July 1, 2023.

7. **CONDITION OF PROPERTY.** SELLER makes no warranties, expressed or implied, as to the condition of the Property and BUYER shall take possession to the Property "as is." BUYER acknowledges BUYER has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

8. **ABSTRACT AND TITLE.** BUYER, at its expense, will obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and BUYER'S attorney may, at BUYER'S expense, examine the abstract after it is continued through the date of acceptance. If BUYER'S title opinion does not show marketable title in SELLER in conformity with Iowa law, and title standards of the Iowa State Bar Association, BUYER may request SELLER make reasonable efforts to perfect title, provided SELLER shall be under no obligation to do so. If closing is delayed due to SELLER'S inability to perfect title, or election not to perfect title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving thirty (30) days written notice to the other party.

9. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty Deed prepared by SELLER at SELLER'S expense.

10. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

11. **ENVIRONMENTAL MATTERS.**

- A. SELLER warrants to the best of its knowledge and belief there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants the Property is not subject to any local, state, or federal judicial or administrative action, investigation, or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed in an addendum prepared by SELLER and attached hereto and incorporated herein by this reference.
- B. BUYER may at its expense, at any time prior to closing, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions, or wastes located on the Property. In the event any hazardous materials, substances, conditions, or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions, or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

12. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

13. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

14. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words

and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

**15. REMEDIES OF PARTIES.**

- A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it and declare this Agreement null and void.
- C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

**16. REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

**17. CERTIFICATION.** BUYER and SELLER each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

**18. APPROVAL BY CITY COUNCIL.** This Agreement shall be expressly contingent upon approval by the City Council for Marshalltown, Iowa.

**19. COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

20. **ADDITIONAL PROVISIONS.** None if not listed in an addendum hereto.

21. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

**BUYER**

**UNITY POINT - MARSHALLTOWN,**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF IOWA,  
MARSHALL COUNTY, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022 before me, the undersigned, personally appeared \_\_\_\_\_, as \_\_\_\_\_ for Unity Point – Marshalltown, who being duly sworn, executed the foregoing instrument and affirmed such execution to be his voluntary act and deed on behalf of said company, as authorized by its members.

\_\_\_\_\_  
Notary Public in and for said State

**SELLER**

**CITY OF MARSHALLTOWN, IOWA,**  
an Iowa municipal corporation

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

By: \_\_\_\_\_  
Joel T.S. Greer, Mayor

Attest:

\_\_\_\_\_  
Alicia Hunter, City Clerk

Address: City Hall  
24 North Center Street  
Marshalltown, IA 50158

Telephone: (641) 754-5701

STATE OF IOWA,  
MARSHALL COUNTY, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022 before me, the undersigned, personally appeared **Joel T.S. Greer**, as Mayor, and **Alicia Hunter**, as City Clerk, for the City of Marshalltown, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

\_\_\_\_\_  
Notary Public in and for said State

**RESOLUTION APPROVING THE PURCHASE OF PARCEL 8318-10-279-004 IN THE  
2500 BLOCK OF SOUTH 6<sup>TH</sup> STREET**

**WHEREAS**, the City of Marshalltown is eligible to apply for funding for new for sale housing through the Community Development Block Grant – Disaster Recovery funds as a result of the 2020 derecho; and

**WHEREAS**, the City of Marshalltown is proposing two infill housing projects to place modular homes on existing lots; and

**WHEREAS**, the City of Marshalltown has identified parcel 8318-10-279-004, approximately 2.7 acres of land, owned by Glenwood Marshalltown LLC, as an ideal infill lot for this grant opportunity; and

**WHEREAS**, Glenwood Marshalltown LLC has agreed to sell the land to the City of Marshalltown contingent upon receipt of the grant for \$20,000;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, the Mayor, City Clerk and City Administrator are authorized to execute the documents necessary to complete the purchase of parcel 8318-10-279-004.

Passed this 14<sup>th</sup> day of November, 2022, and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

# MARSHALLTOWN

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## I O W A

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Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Jessica Kinser, City Administrator  
**DATE:** November 8, 2022  
**RE:** Purchase of Parcel - 2500 South 6<sup>th</sup> Street

**Policy Issue:** Council must approve purchase of property

|                                                                            |                                                                                         |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Goal 1: Expand and improve development | <input type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image       | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life         |

**Specific Objective/Action:** Objective 3- Increase housing opportunities at all levels

**Recommendation:** Approve the resolution as presented

**Budget Impact:** \$20,000 upon closing after May 2023; to be reimbursed through sale proceeds

**Description/Background:** The City has an opportunity to pursue infill housing through the CDBG-DR grant program as a result of the 2020 derecho. The City has one project phase to place modular homes on City-owned vacant lots. The proposal to purchase nearly 2.7 acres on South 6<sup>th</sup> Street would be for a second project under this grant program. The developer has a preliminary plat breaking the parcel into 4 lots, which the City would intend to proceed with. The second CDBG project would have a total of 5 lots. The agreement is contingent upon the City receiving the grant.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker







## AGENCY/POLICY DISCLOSURE AND ACKNOWLEDGEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

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



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

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

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

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

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

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

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

☐ **3. APPOINTED AGENCY.**

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

☒ **4. CONSENSUAL DUAL AGENCY.**

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

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

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

**B. COOPERATIVE BROKERAGE ARRANGEMENTS.** Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this transaction Brokerage may offer compensation to other Brokerages of up to (\$ \_\_\_\_\_) or (\_\_\_\_\_ 3% percent of gross sale price) or (\_\_\_\_\_ % percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

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

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

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

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

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

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

NONE

**E. DESCRIPTION OF BROKER'S SERVICES.**

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

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

**F. GUIDELINES FOR OWNER AND BUYER.**

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

## ACKNOWLEDGEMENT

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

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

---

**Print name of Owner/Seller**

**Signature of Owner/Seller**

Date \_\_\_\_\_

---

**Print name of Owner/Seller**

**Signature of Owner/Seller**

Date \_\_\_\_\_

**For Seller's or Dual Agent Brokerage**

**City of Marshalltown, by Mayor Joel Greer**

**Print name of prospective Buyer**

X

**Signature of prospective Buyer**

Date \_\_\_\_\_

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**Print name of prospective Buyer**

**Signature of prospective Buyer**

Date \_\_\_\_\_

## Five Star Real Estate Group

## For Buyers Brokerage





## DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

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



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

**A. AGREEMENT BETWEEN** (Brokerage/firm) Five Star Real Estate Group, hereinafter called "Broker," and  
Owner(s) (print name per title) Glenwood Marshalltown, LLC, and/or Buyer(s) City of Marshalltown, by Mayor Joel Greer

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

### B. RECITALS AND GENERAL CONDITIONS.

1. **IF BROKER REPRESENTS OWNER.** When a broker enters into an agreement to represent an owner (client), the broker and all licensees associated with that broker represent the owner, except when "Appointed Agency" is broker policy. An agent for an owner owes the owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
2. **IF BROKER REPRESENTS BUYER.** When a broker enters into an agreement to represent a buyer (client), the broker and all licensees associated with that broker represent the buyer, except when "Appointed Agency" is broker policy. An agent for a buyer owes the buyer the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
3. **IF BROKER REPRESENTS BOTH OWNER AND BUYER DUAL AGENCY EXISTS.** A real estate broker acting directly or through a salesperson can legally be the agent of both the owner and the buyer, but only with the knowledge and written consent of both parties. If a buyer represented by a broker wants detailed information about, or to see, a property of an owner who is also being represented by the same broker, the broker shall make every reasonable effort to remain impartial to both parties. In these circumstances, Broker immediately becomes a dual agent. Owner and Buyer acknowledge that, prior to such circumstances, Broker either acted as representative of the Owner or of the Buyer. In those separate roles, Broker may have obtained information, which, if disclosed, could harm the bargaining position of the party providing such information to Broker. **Provisions that govern the actions of Broker acting as a dual agent:**
  - a. Broker shall not knowingly say or do anything which might place one party at a disadvantage, disclose confidential information or personal confidences of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information a party specifically instructs Broker in writing not to disclose, unless such disclosure is required by law.
  - b. Broker shall not, without prior express written consent of Owner, disclose to Buyer that Owner might accept a price less than the listing price, or accept terms less favorable to Owner than is indicated in the listing agreement nor shall Broker, without the prior express written consent of Buyer disclose to Owner that Buyer may be willing to pay a higher price, or accept terms less favorable to Buyer than those indicated in Buyer's last written offer.
  - c. Broker will endeavor to be impartial between the parties and shall not represent the interests of either Owner or Buyer to the detriment of the other party. Broker is obligated to inform each party of facts Broker knows which likely could affect the party's decision to permit Broker to represent both Owner and Buyer.  
**Owner/Seller and Buyer are not required to consent to dual agency.**
4. **DESCRIPTION OF BROKER'S SERVICES.** Broker may do the following for Owners and Buyers when acting as a Dual Agent: (1) Treat the Owner and Buyer fairly and honestly; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property known to Broker; (5) Explain real estate terms and procedures; (6) Explain to the Owner and Buyer the benefits of having the property inspected; (7) Explain closing costs and procedures; (8) Help Owner and Buyer compare financing alternatives; (9) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (10) Assist with the standard forms that include the necessary protection and disclosures for the Owner and Buyer; (11) Work diligently to facilitate the sale; and, (12) Receive notices for Owners and Buyers. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all-inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside the scope of their real estate license. **In providing said services, Broker shall do all of the following:**

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

## DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

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

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

### C. DUAL AGENCY POTENTIAL

#### a. ☐ SELLER / OWNER

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

Owner/Seller (agrees ☐) (does not agree ☐) to the Potential for Dual Agency representation.

Signature of Owner \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Owner \_\_\_\_\_ Date: \_\_\_\_\_

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



b. ☒ **BUYER**

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

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

Signature of Buyer: X Date: \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**D. DUAL AGENCY CONSENT**

For the Offer For Real Estate dated 11-10-22

Specific Property Address: Parcel ID# 8318-10-279-004 Listing Agent: Kristin Polley

Owner(s) (per title): Glenwood Marshalltown, LLC hereinafter called "Seller."

Buyer(s): City of Marshalltown Selling Agent: Kristin Polley

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

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

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

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

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

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

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

Seller \_\_\_\_\_ Time & Date \_\_\_\_\_

Seller \_\_\_\_\_ Time & Date \_\_\_\_\_

Listing licensee (for Broker) \_\_\_\_\_ Time & Date \_\_\_\_\_

X

Buyer \_\_\_\_\_ Time & Date \_\_\_\_\_

Buyer \_\_\_\_\_ Time & Date \_\_\_\_\_

Selling licensee (for Broker) \_\_\_\_\_ Time & Date \_\_\_\_\_



# BUYER AGENCY AGREEMENT (BASIC)

## (Broker Representation of Buyer)



THIS AGREEMENT is entered into by prospective BUYER(S) \_\_\_\_\_  
 \_\_\_\_\_  
 City of Marshalltown, by Mayor Joel Greer

Hereinafter called "Buyer" and (Brokerage/Firm) \_\_\_\_\_ Five Star Real Estate Group  
 BUYER'S BROKER, hereinafter called "Broker" or "Agent". The term "Broker" shall include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include buyer, tenant or optionee. The term "purchase" shall refer to purchase, lease, rent, exchange or option.

1. **REPRESENTATION AGREEMENT.** Buyer retains and authorizes Broker on a Non-Exclusive basis to locate and/or negotiate for the purchase of real property as may be acceptable to Buyer. By entering a Non-Exclusive contract Buyer is free to independently contract with other brokerages on a Non-Exclusive basis. Buyer understands Broker may, in the conduct of Broker's business, represent other prospective buyers. These other buyers may consider, make offers or purchase through Broker, the same or similar properties as Buyer is seeking to acquire. Buyer consents to Broker's representation of such potential buyers.
2. **BROKER'S (AGENT) OBLIGATIONS.** As the Buyer's Agent, Broker will use Broker's best efforts on behalf of Buyer to:
  - a. Offer counseling which benefits Buyer.
  - b. Expand the search for real property beyond Multiple Listing Service properties, to include, but not limited to: for-sale-by-owner properties, foreclosed properties, bank trust departments, and new construction.
  - c. Negotiate on Buyer's behalf and attempt to obtain the property Buyer wishes to purchase at the most favorable price and terms.
  - d. Represent Buyer on a confidential basis and not reveal personal and/or financial information to anyone, except the information which shows an Owner that Buyer is qualified to purchase Owner's property.
  - e. Disclose matters required by law, which are known, such as property condition, defects, material adverse facts, or other related matters affecting property value or desirability.
3. **BUYER'S (CLIENT) OBLIGATIONS.** Buyer agrees to:
  - a. Work with Broker for the purchase, lease, rental, exchange or option of real property.
  - b. Furnish Broker with relevant personal and financial information in order to establish Buyer's ability to purchase real property.
  - c. Use independent property condition inspections and hazardous materials inspections relevant to Buyer.
  - d. Pay for when due, all inspection services ordered by Broker at Buyer's request from outside sources, such as: surveys, soil tests, title reports, updated abstracts, pest inspection, engineering studies, property condition and hazardous materials inspections.
4. **DISCLOSURE OF BUYER'S IDENTITY.** Broker has Buyer's permission to disclose Buyer's identity to a third party. A written purchase offer signed by Buyer shall constitute consent to identify Buyer to seller. If Buyer desires to remain anonymous, Buyer and Broker shall agree in writing.
5. **BROKERAGE SERVICES ONLY.** Buyer acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Buyer is hereby advised to seek such other professional advice.** Buyer may verify any information that is important to Buyer by an independent investigation and/or independent inspector. **Buyer is advised to have property inspected by professional inspectors. The following minimum service shall be provided to the client.**
  1. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
  2. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
  3. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
  4. Provide prospective buyers access to listed properties.
6. **MODIFICATION.** No modification of any of the terms of this Buyer Agency Agreement shall be valid or binding upon the parties, unless such modifications have first been put in writing and signed by the parties. This Buyer Agency Agreement constitutes the entire agreement between the parties, and supersedes any prior Buyer Agency Agreement, whether oral or written. Buyer and Brokerage may enter a separate Agency Agreement, such as Dual Agency, which ever agreement is entered into last shall govern.
7. **REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CALL.** Buyer requests that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value forms and authorize REALTOR®/Broker to call, fax, and email residence.



**BUYER AGENCY AGREEMENT (Continued)**

8. **DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.** In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Broker and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

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

9. **DUTIES TO THE CLIENT.**

1. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection
2. Fulfill any obligation that is within the scope of the agency agreement except those obligations that are inconsistent with other duties that the licensee has under law.
3. Place clients' interests ahead of Brokers.
4. Disclose to client any financial interests the licensee or brokerage has in any business entity which is referred for any service or product related to the transaction.

Buyer acknowledges and agrees that Broker and the Affiliated Licensee, whose signature appears below, represent only Buyer as Buyer's Agent when that licensee is the selling licensee and Broker is not also the listing agent of a property.

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH THE LAWYER OF YOUR CHOICE. RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY BUYER.**

Executed this 10 day of November, 2022 at 9 ☒ a.m. ☐ p.m.

BROKER: I agree to render services to Buyer on the terms and conditions stated above.

BUYER(S): I (We) have read and understand this agreement and agree to the terms and conditions stated above.

**Five Star Real Estate Group**

BROKER

By: Kristin Polley

dotloop verified  
11/09/22 12:43 PM CST  
SW4G-GDAA-OJFO-FCZM

AFFILIATED LICENSEE

2110 S. Center St., Marshalltown, IA 50158

ADDRESS

641-752-5500

TELEPHONE

kristin@fivestarthometeam.com

EMAIL

X

BUYER

BUYER

ADDRESS

TELEPHONE

mayor@marshalltown-ia.gov

EMAIL

Optional

Listing Licensee if known

Owner/Seller





# IOWA OFFER TO PURCHASE REAL ESTATE



**BUYER:** City of Marshalltown, by Mayor Joel Greer

**SELLER:** Glenwood Marshalltown, LLC

**ADDRESS:** Parcel ID# 8318-10-279-004

**LEGAL DESCRIPTION:** LOT 3 SE NE EX SCHRODT'S 2ND ADD & EX GLENWOOD PARK 5TH, 6TH & 7TH ADD

**When Computing Time and Providing Notices Under This Agreement:** "Day(s)" means calendar days (Sunday-Saturday). A day begins at 12:00 AM and ends at 11:59 PM.

**Notice:** Any notice that is required under the provisions of this Agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail.

Persons designated for receipt of any notice for the purpose of fulfilling the terms of this Agreement shall be the SELLER or BUYER or their respective agents.

This offer shall automatically expire on (Date/Time) 12/31/2022 5:00pm without any additional notice that the offer has expired being required. Buyer has the right to withdraw this offer anytime prior to expiration of the offer, so long as not yet accepted by Seller, by communicating the same to SELLER or SELLER'S Agent/Broker. If this offer is not accepted or is properly withdrawn prior to acceptance, earnest money shall be returned to BUYER.

**1. PURCHASE PRICE.** \$ \$20,000.00 with **Earnest Money** of \$ 500.00

**2. ESCROW.** Earnest monies shall be delivered within 5 days upon acceptance of this offer, to be held in trust by Five Star Real Estate Group hereafter called "Escrow Agent," with the understanding that such individual or entity holding the funds do not assume or have any liability for performance or nonperformance of any party, and that they have the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party. If any party fails to agree in writing to an appropriate release of earnest money, then funds shall be released based on Iowa Law. Earnest money shall be applied to the purchase price and any other costs related to the purchase at closing.

If earnest money is not delivered to the individual or entity holding trust funds in this transaction within the above agreed upon time period, SELLERS may void this offer by providing written notice to the BUYER prior to the delivery of the earnest money.

## STATE OF IOWA

Interest on trust account shall be forwarded to the ~~Iowa Association of REALTORS® Foundation, a charitable non-profit entity,~~ or as directed and mutually agreed in writing by both BUYER and SELLER.

**3. CLOSING AND POSSESSION.** Closing shall be on or before 06/30/2023 and be made upon delivery of an instrument of title. A closing company may be appointed to provide settlement services. SELLER and BUYER are not required to appoint the same closing company and BUYER and SELLER shall be charged for their own settlement services, unless otherwise mutually agreed by the parties. Possession to be given immediately upon closing of the property, unless otherwise mutually agreed by the parties.

## 4. PAYMENT.

- ☐ • **NEW MORTGAGE**--This offer is contingent upon BUYER obtaining a written mortgage commitment based on the following terms:

Loan Type: ☐ CONVENTIONAL ☐ ARM ☐ FHA ☐ RD ☐ VA ☐ OTHER

Loan amount not to exceed \_\_\_\_% of the purchase price with an interest rate not to exceed \_\_\_\_% for a term of \_\_\_\_ years. **If the property does not appraise at or above the purchase price, BUYER shall have the right to declare this Agreement null and void with return of earnest money to the BUYER.**

*BUYER agrees upon acceptance of this offer to immediately make application with a lender for such mortgage and to make their best good faith effort to obtain such mortgage. BUYER to provide to SELLER a written preliminary approval within \_\_\_\_ days from acceptance this offer. The written preliminary approval*

BUYERS [Signature], [Signature] SELLERS \_\_\_\_\_, \_\_\_\_\_ have read this page.



from the lender must evidence BUYER'S ability to qualify for the loan amount per terms set forth above, subject only to reasonable and customary conditions as the lender typically imposes upon preliminary approval letters. After delivery of the written preliminary approval, a written final loan commitment, with ALL lender contingencies met, must be delivered to SELLER on or before \_\_\_\_ days prior to closing. If a written final loan commitment has not been provided within this time, then SELLER may rescind this Agreement by giving written notice to the BUYER stating that if a loan commitment has not been obtained within \_\_\_\_ days of delivery of such notice, then this Agreement shall be null and void with earnest money returned to BUYER. If SELLER does not give such written notice, then this Agreement shall remain valid until the BUYER has obtained a loan commitment or a denial. The balance of the purchase price less the proceeds of such mortgage shall be paid by BUYER in cash at closing.

- ☐ • **INSTALLMENT CONTRACT:** See attached addendum or other provisions.
- ☐ • **ASSUMPTION of MORTGAGE or CONTRACT:** See attached addendum or other provisions
- ☒ • **CASH:** This is a CASH offer. ~~This offer, once accepted is not contingent upon BUYER obtaining financing. BUYER shall provide proof of funds to SELLER within 3 calendar days of final acceptance. If BUYER fails to provide said proof, SELLER may notify the BUYER in writing that this Agreement is void.~~
- ☐ • This cash offer is subject to an appraisal. If property does not appraise at or above purchase price, BUYER shall have the right to void this contract with return of earnest money to the BUYER.
- ☒ • This cash offer is NOT subject to an appraisal.
- ☐ • **SUBJECT TO SALE/CLOSING:** This offer is subject to the sale and/or closing of the BUYER'S Property: See Subject to Sale addendum
- ☐ • **OTHER:** \_\_\_\_\_

~~**5. INCLUDED PROPERTY.** All property, including keys, alarms and garage door remotes shall be delivered to BUYER at possession or closing, whichever occurs first. All fixtures presently installed including, but not limited to: wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors (including bathroom), shelving, shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fireplace equipment including screens and grates, fuel/propane tank (if owned), air conditioning equipment (including window), door chimes, alarm devices, built-in items and electrical service, cable/fencing, (including underground), garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment (including tv mounts), whole house speakers (including surface mounted), trees, bushes, shrubs, plants, appurtenant structures or equipment and storage buildings are included in this Agreement.~~

**6. EXCLUDED ITEMS:** NONE

**7. PERSONAL PROPERTY AND DEBRIS.** SELLER agrees to remove all personal property and debris that is not included herein from the premises by date of closing, unless otherwise agreed in writing. This offer is for real estate and does not include the transfer of interests in any personal property. If personal property is being transferred, SELLER and BUYER shall complete a separate bill of sale for said items.

#### **8. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, PRORATIONS.**

**TAXES:** All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessor's records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see attached addendum made a part of this contract.

**SPECIAL ASSESSMENTS:** SELLER shall pay in full all Special Assessments whether levied or pending and all certified liens of record as of the date of closing. Any preliminary or deficiency assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay such liens when payable, with any unused funds to be returned to the SELLER. All charges for solid waste, trash removal, sewage, utility bills, and assessments for maintenance that are attributable to the SELLER'S ownership shall be paid by the SELLER.

BUYERS ,  SELLERS \_\_\_\_\_, \_\_\_\_\_ have read this page.



**PRORATIONS:** Adjustments for interest, insurance, HOA dues, unused fuels (calculated at current market value), land leases, rents, etc. shall be prorated to the date of possession.

**9. INSURANCE.** SELLER shall bear the risk of loss or damage to property until closing. SELLER agrees to maintain existing insurance until closing, and it is BUYER'S responsibility to determine insurability of Property. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if BUYER desires. BUYER, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the SELLER'S deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

**10. SELLER'S DISCLOSURE.** If a Seller Disclosure of Property Condition form required by Iowa Code Chapter 558A was provided in this transaction, it is incorporated herein as if fully and completely set forth in this paragraph, and this paragraph shall survive closing.

**11. CONDITION OF PROPERTY.** The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by SELLER in its present condition until possession or closing, whichever takes place first, with the exception of ordinary wear and tear that would reasonably be expected. SELLER further represents plumbing, heating, cooling and electrical systems and appliances included in this Agreement to be in working order and functioning in the manner in which it was intended at the time of possession and closing, whichever occurs first, with the exception of:

BUYER shall be permitted to make a walk-through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of the property.

☒ • **AS-IS:** BUYER is purchasing property As Is. ~~See attached addendum or other provisions.~~

**12. INSPECTIONS.** BUYER is advised to have property inspected by a professional inspector(s). BUYER may choose from the following alternatives relative to the condition and quality of the property:

☐ • Within \_\_\_ calendar days after the final acceptance date, BUYER may, at BUYER'S sole expense, have the property inspected by a qualified person or persons of BUYER'S choice to determine if there are any structural, mechanical, plumbing, electrical, environmental concerns and other deficiencies or hazards. These inspections are not to be construed as inspections to bring a home into compliance with the current building code unless property was built when current codes were in effect. SELLER is responsible for connection fees, if any, for purposes of conducting these inspections. Within this same period, BUYER shall notify SELLER in writing of any such deficiency(s). In the event of any claim or demand by BUYER as a result of inspections, SELLER may not automatically void this contract. SELLER shall have the right to view parts of the inspection report that pertains to BUYER'S claims/demands, and SELLER shall within 3 days, in writing, notify the BUYER with one of the following options:

1. Make said items operational or functional or otherwise curing the deficiency prior to closing; OR
2. Shall negotiate, in good faith, a modification of the Agreement; OR
3. Shall respond that such steps are unacceptable, and that the Seller wishes to do nothing in response to Buyer's request(s).

Then, within 2 days of Sellers response, Buyer shall either:

1. Accept the Seller's response regarding the above demands and claims and agree to purchase the property referenced in this offer, OR
2. Reject the Seller's response and shall receive a full refund of earnest money

☒ • BUYER has been advised by REALTOR® to have an inspection done but has waived that option.

**BUYER waived inspection.**   initial(s)

☐ **13. SEPTIC INSPECTION.** Conveyance may require a septic inspection. Any terms relating to such inspections should be addressed by a separate addendum. *See Addendum*

☐ **14. WOOD PEST INSPECTION.** BUYER may request a pest control inspection by a licensed inspector within \_\_\_ days after acceptance of this Offer or, if a deadline is not marked in this paragraph, will be the

BUYERS  ,  SELLERS \_\_\_\_\_ , \_\_\_\_\_ have read this page.



same time period of inspections addressed in paragraph eleven. The Wood Pest inspection shall be done at ☐ BUYER'S expense ☐ SELLER'S expense. Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at SELLER'S option, and shall include all treatment and repair reasonably required by BUYER. BUYER agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this Agreement null and void and be entitled to full return of earnest money. If property is sold in its "AS-IS" condition, this wood pest inspection paragraph is not applicable to this Agreement. This provision does not apply to fences, trees, shrubs or outbuildings.

☒ BUYER waived pest inspection. ☐ ☐ initial(s)

- ☐ **15. SURVEY.** BUYER may, within 10 or \_\_\_\_\_ days of acceptance, have the property surveyed at BUYER'S expense. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect. All lot and exterior dwelling measurements are approximate. Only a survey will determine exact dimensions. The brokers and agents do not guarantee any lot lines or building measurements.

☒ BUYER waived survey. ☐ ☐ initial(s)

- ☐ **16. NEW CONSTRUCTION.** If this property is for the purchase of new construction, there may be other issues or documents that need to be addressed that may not be addressed in this Agreement. You should use additional addendums to address such issues. *See Addendum*

**17. ABSTRACT AND TITLE.** SELLER shall promptly provide an abstract of title continued until within 30 days of closing. Such abstract shall be delivered to an attorney for a title opinion for the BUYER; such attorney to be selected by the BUYER or their mortgagee. SELLER agrees to make every reasonable effort to promptly perfect the title in accordance with such opinion so that upon conveyance, title shall be deemed marketable in compliance with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If closing is delayed due to SELLER's inability to provide marketable title, this Agreement continues in force and effect until either party rescinds this Agreement with written notice to the other party and the Brokers. The SELLER shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title. Municipal building codes and zoning ordinances shall not be construed as title encumbrances. SELLER agrees to convey Title by Warranty Deed or other instrument of title agreed upon by both parties. Usual restrictive covenants and utility easements common to platted subdivisions of which the property is a part or any other reservations or exceptions acceptable to BUYER shall not be considered a valid title objection.

**18. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If SELLERS' title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If SELLERS, immediately preceding this offer, hold title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of SELLERS, then, (1) the proceeds of this sale, and any continuing and/or recaptured rights of SELLERS in real estate shall be and continue with SELLERS as joint tenants with rights of survivorship and not as tenants in common; and (2) BUYER in the event of the death of either SELLERS agree to pay any balance of the proceeds of this sale to the surviving SELLER and to accept deed from such surviving SELLER unless otherwise specified in writing or unless otherwise required by court order.

**19. APPROVAL OF COURT.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by BUYER'S attorney. If necessary, the appropriate fiduciary shall promptly obtain court approval and conveyance shall be made by Court Officer's Deed. If this Agreement is not so approved this Agreement shall then be null and void with return of earnest money to the BUYER.

**20. REMEDIES OF THE PARTIES.** If SELLER fails to fulfill this Agreement, BUYER shall have the right to have all payments returned or to proceed by an action or actions at law or in equity. If BUYER fails to fulfill this Agreement, all payments by BUYER may be forfeited and retained by SELLER as provided in law. In addition to the foregoing remedies, BUYER and SELLER each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay court costs and reasonable attorney fees, and a receiver may be appointed.

BUYERS ☐ ☐ , ☐ ☐ SELLERS \_\_\_\_\_ , \_\_\_\_\_ have read this page.



**21. FLOOD HAZARD ZONE.** BUYER has been advised that the property may be in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, BUYER should consult a lender and insurance carrier.

**22. GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**23. INDEMNITY.** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party legally liable.

**24. TYPEWRITTEN OR HANDWRITTEN PROVISIONS.** Typewritten or handwritten provisions, riders, addendums, and amendments shall supersede printed provisions of this Contract that may be in conflict.

**25. SIGNATURE CLAUSE.** All parties agree to be bound to this contract even if every party does not sign on 1 original, as long as each copy that is signed is identical to every other signed copy. Electronic signature, fax copy with fax signature, email copy with email signature, shall all be deemed binding on the parties.

**26. ENTIRE AGREEMENT.** Upon acceptance, this offer becomes a binding Agreement which contains the entire Agreement of the parties and supersedes all prior Offers with respect to the property. Such Agreement may only be modified by a written agreement signed and dated by both parties.

**27. OTHER PROVISIONS.** All other provisions, if any, shall be by addendum, amendment, or as follows.

**Offer to purchase is contingent upon the city being awarded a disaster recovery grant by 01/31/23.**

**No closing prior to 4/30/23**

**City will need to access property prior to closing for required environmental work, per grant requirements.**

**28. ACCEPTANCE.** Once accepted, this offer shall become a **LEGALLY BINDING CONTRACT** for the sale and purchase of the above described property. If either party has any questions or concerns, it is highly recommended that they speak with an attorney prior to signing any documents.

**The BUYER submits this Offer to Purchase Real Estate at (Date/Time)** \_\_\_\_\_

\_\_\_\_\_

BUYER Sign & Date/Time

\_\_\_\_\_

BUYER Sign & Date/Time

**The SELLER has received the above Offer to Purchase Real Estate and hereby:**

☐ Accepts ☐ Counters ☐ Rejects the above offer at (Date/Time) \_\_\_\_\_

\_\_\_\_\_  
SELLER Sign & Date/Time

\_\_\_\_\_  
SELLER Sign & Date/Time

BUYER AGENT/OFFICE: Kristin Polley Five Star Real Estate Group

SELLER AGENT/OFFICE: \_\_\_\_\_

**RESOLUTION APPROVING A QUIT CLAIM DEED TO ESTABLISH CITY  
OWNERSHIP OF A VACATED ALLEY**

**WHEREAS**, the City Council of the City of Marshalltown adopted Ordinance 8523 on July 28, 1953, which vacated the alley to the east of Block One (1), Sutton's Addition to the Town of Marshall after receiving a citizen petition to vacate the alley to abutting property owners; and

**WHEREAS**, the City Council held a public hearing and adopted resolution 1953-8526 Providing for the Sale and Conveyance by the City of Marshalltown, Iowa, to the Abutting Lot Owners of Their Respective Portions of the Vacated Alley East of Block One (1), Sutton's Addition to the Town of Marshall on August 24, 1953; and

**WHEREAS**, Marshall County currently has no record of a Quit Claim Deed for the respective portion of the alley being recorded to 918 South 11<sup>th</sup> Avenue; and

**WHEREAS**, Marshall County has requested a quit claim deed to provide for the City's ability to own and dispose of the vacated alley; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that the quit claim deed to the City of Marshalltown establishing ownership of the following described real estate in Marshall County, Iowa is hereby approved and the Mayor is authorized to execute the deed for:

THAT PORTION OF THE EIGHT FOOT ALLEY EAST (E) OF BLOCK ONE (1) SUTTON'S ADDITION TO THE TOWN OF MARSHALL, NOW THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA, AS VACATED BY CITY OF MARSHALLTOWN ORDINANCE 8523, AND SITUATED EAST OF LOT 10 AND THE SOUTH ½ OF LOT 9, BLOCK 1, SUTTON'S ADDITION TO THE TOWN OF MARSHALL, NOW THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA.

Passed this 14<sup>th</sup> day of November 2022, and signed this \_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

**Prepared By/Return to:** Steven C. Leidinger of Lynch Dallas, P.C.,  
526 Second Avenue SE, P.O. Box 2457, Cedar Rapids, IA 52406 Phone: (319) 365-9101  
**Taxpayer Information:** City of Marshalltown, 24 N Center Street, Marshalltown, IA 50158

### **QUIT CLAIM DEED**

For the consideration of One Dollar and other valuable consideration, the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation, hereby Quit Claims to the **CITY OF MARSHALLTOWN, IOWA**, all of its right, title, interest, estate, claim and demand in the following described real estate in Marshall County, Iowa:

THAT PORTION OF THE EIGHT FOOT ALLEY EAST (E) OF BLOCK ONE (1) SUTTON'S ADDITION TO THE TOWN OF MARSHALL, NOW THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA, AS VACATED BY CITY OF MARSHALLTOWN ORDINANCE 8523, AND SITUATED EAST OF LOT 10 AND THE SOUTH ½ OF LOT 9, BLOCK 1, SUTTON'S ADDITION TO THE TOWN OF MARSHALL, NOW THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA.

Subject nevertheless to all easements, covenants, conditions, and restrictions of record, including any and all utility easements.

**This transfer is exempt from revenue stamps and Declaration of Value pursuant to Iowa Code §428A.2(19) this being a deed executed by public officials in the performance of their official duties.**

**There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.**

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2022

**CITY OF MARSHALLTOWN, IOWA,**  
an Iowa municipal corporation

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Joel Greer, Mayor Alicia Hunter, City Clerk

STATE OF IOWA,  
COUNTY OF MARSHALL, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by **Joel Greer**, as Mayor for the City of Marshalltown, Iowa known to me to be the same individual named in and who executed the foregoing document and acknowledged that he executed the same as his voluntary act and deed on behalf of the City of Marshalltown.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF IOWA,  
COUNTY OF MARSHALL, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by **Alicia Hunter**, as City Clerk for the City of Marshalltown, Iowa known to me to be the same individual named in and who executed the foregoing document and acknowledged that she executed the same as her voluntary act and deed on behalf of the City of Marshalltown.

\_\_\_\_\_  
Notary Public in and for said State



## ORDINANCE VACATING ALLEY

AN ORDINANCE VACATING THE ALLEY TO THE EAST OF BLOCK ONE (1), SUTTON'S ADDITION TO THE TOWN OF MARSHALL.

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

Section 1. The eight foot (8') alley lying directly east of Lots One (1) to ~~Twelve~~ (12) inclusive, in Block One (1) Sutton's Addition to the Town of Marshall and being included in such Sutton's Addition be and the same is hereby vacated.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

The above ordinance, entitled, "AN ORDINANCE VACATING THE ALLEY TO THE EAST OF BLOCK ONE (1), SUTTON'S ADDITION TO THE TOWN OF MARSHALL", was authenticated this 28th day of July, 1953.

Mayor

City Clerk

I, Rena Van Orman, Clerk of the City of Marshalltown, HEREBY CERTIFY that the above ordinance, entitled, "AN ORDINANCE VACATING THE ALLEY TO THE EAST OF BLOCK ONE (1), SUTTON'S ADDITION TO THE TOWN OF MARSHALL", duly passed by the council on the 27th day of July, 1953; authenticated by the Mayor and Clerk on the 28th day of July, 1953; signed by the Mayor on the 28th day of July, 1953; and published in the Times Republican, a legal newspaper of general circulation, published in the City of Marshalltown, Iowa, on the 29th day of July, 1953;

City Clerk

RESOLUTION PROVIDING FOR THE SALE AND CONVEYANCE BY THE CITY OF MARSHALLTOWN, IOWA, TO THE ABUTTING LOT OWNERS OF THEIR RESPECTIVE PORTIONS OF THE VACATED ALLEY EAST (E) OF BLOCK ONE (1), SUTTON'S ADDITION TO THE TOWN OF MARSHALL.

WHEREAS, the eight foot alley East (E) of Block One (1), Sutton's Addition to the Town of Marshall has been vacated as a public alley by an ordinance legally adopted and published in the manner provided by law, and

WHEREAS, the public interest and the interest of adjoining and abutting property owners does not require the maintenance of said public alley or does not require that the City of Marshalltown, Iowa, retain title thereto, except as for easement rights of public utilities therein and thereon and can be advantageously used by the abutting lot owners by sale thereto by the City of Marshalltown, Iowa, of the respective portions of said vacated alley to the abutting lot owners.

NOW THEREFORE Be it Resolved by the Council of the City of Marshalltown, Iowa:

Section 1. That the eight (8) foot vacated alley to the East (E) of Block One (1), Sutton's Addition to the Town of Marshall and abutting on lots one (1) to twelve (12) inclusive of said block be now sold and title thereto conveyed to the following persons in proportion to their respective ownership of the abutting lots on said vacated alley as shown by the plat on file in the office of the Auditor of Marshall County, Iowa, and to the following named persons:

Ivan and Alice Wengert, L. R. and Minnie Idso, Fred and Anna Irene Ellis, Dorothy A. Thomas, Eldon K. and Marbie M. Gersdorf, William A. Clarke, Jr. and Evelyn L. Clarke, Stanley and Ruth K. Priborsky.

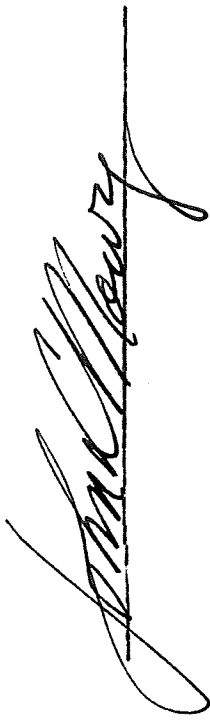
That should any of the above named persons, as owners of abutting lots, not be the present owners of title thereof, the conveyance as herein provided shall be to the persons shown to be the owners of the lot or lots abutting thereon and be entitled to the conveyance, and the City of Marshalltown shall reserve easement rights in, over and on the said vacated alley for any and all public uses required therein. That the consideration for such conveyance shall be the payment of the respective grantees of the costs of vacation

of said alley, the publication of required notice and the recording of the required instruments to perfect title in and to the respective grantees.

Section 2. That upon payment of the purchase price as hereinbefore set forth the Mayor and Clerk of the City of Marshalltown, Iowa, respectfully, shall be and that are hereby authorized and empowered to execute Quit Claim Deeds to the respective portions of such vacated alley to the abutting lot owners as their interests shall appear and deliver said deeds to said grantees.

The above and foregoing resolution is placed on file in the office of the City Clerk by motion of the Council this 3 day of August, 1953, for the purpose of giving the public notices required by Section 34, Chapter 151, Laws of the 54th General Assembly.

Signed this 28th day of August, 1953.

A handwritten signature in dark ink, appearing to read "Frank A. Harty", written in a cursive style. The signature is positioned above a horizontal line.

5-12  
①  
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, a resolution whereby it is proposed to sell, dispose and convey, subject to reservation of easement rights, the title of the City of Marshalltown, Iowa, in and to the vacated eight (8) foot alley to the East (E) of Block One (1) Sutton's Addition to the Town of Marshall.

That it is proposed to convey by Quit Claim Deed to the owners of lots abutting on such vacated alley the portion thereof that will conform to the ownership of such abutting lots and to the following named persons in accordance therewith:

Ivan and Alice Wengert, L. R. and Minnie Idso, Fred and Anna Irene Ellis, Dorothy A. Thomas, Eldon K. and Marbie M. Gersdorf, William A. Clarke, Jr. and Evelyn L. Clarke, Stanley and Ruth K. Priborsky.

That the abutting property owners as consideration for such conveyance and for the execution of Quit Claim Deeds to the respective portions thereof, <sup>agree</sup> to the payment of all costs of publication, for the publication of ordinance of vacation, the notice of publication of hearing thereon and the recording of the transcript of council proceedings to perfect the title thereto. Final action on the proposed resolution will be taken at the regular meeting of the Council to be held at the City Hall, Marshalltown, Iowa, on August 24, 1953, at 7:30 o'clock P. M. at which time and place the public hearing will be had on any objections thereto and the Council will take final action on the resolution now on file.

This notice is given as required by Section 54, Chapter 151, Laws of the 54th General Assembly.

*Kenn Van Orman*  
Clerk, City of Marshalltown, Iowa.

Moved by LaS that the resolution placed on file at the meeting of this council Aug 3 1953, wherein it is proposed to sell and convey to the respective abutting lot owners the portion of vacated right (25 foot alley to the East (E) of Block One (1) Suttons Addition to the Town of Marshall, <sup>whetting the top rights of said owner</sup> subjects to the payment of the consideration set forth therein and the reservation as aforesaid rights contains in said resolution be now finally approved and adopted and the mayor and clerk respectively be authorized to execute the said claim decide there to as provided in said resolution,

Motion Seconded by Callers

Roll call. Map R S Swan Co Co & H



July 13-1953

APPLICATION )  
 COMMUNICATION )  
 PETITION )  
 REPORT )  
 RESOLUTION )  
 ORDINANCE )

OF

5<sup>th</sup> Ward

Sullivan Addition

SUBJECT alley vacation

REMARKS

25 - 3

Moved by Councilman: ~~Sullivan~~

Seconded by Councilman: Maloney

That

~~That the Sullivan Addition be dedicated for~~  
~~the highway and for collecting of~~  
~~pe received, placed on file and referred to committee on~~  
~~for each~~

The Roll Call was as Follows:

Vote was as Follows:

| YES | MEMBERS OF COUNCIL | NO | ABSENT |
|-----|--------------------|----|--------|
|     | Cecil A. Collins   |    |        |
|     | W. B. Crosby       |    |        |
|     | Harold Gummert     |    |        |
|     | Ervine Harland     |    |        |
|     | Howard Maloney     |    |        |
|     | Marion V. Ralf     |    |        |
|     | H. L. Sloppy       |    |        |
|     | Lester Swanson     |    |        |
|     | Mayor              |    |        |

Motion Carried

City Clerk

APPLICATION )  
COMMUNICATION )  
PETITION ) OF  
REPORT )  
RESOLUTION )  
ORDINANCE )

SUBJECT \_\_\_\_\_

REMARKS \_\_\_\_\_  
Adopt ResolutionMoved by Councilman: MaloneySeconded by Councilman: Harold

That \_\_\_\_\_

Be Received, Placed on File and Referred to Committee on \_\_\_\_\_

The Roll Call was as Follows:

Vote was as Follows:

| YES                                 | MEMBERS OF COUNCIL | NO                                  | ABSENT                   |
|-------------------------------------|--------------------|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | Cecil A. Collins   | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input type="checkbox"/>            | W. B. Crosby       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Harold Gummert     | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Ervine Harland     | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Howard Maloney     | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input type="checkbox"/>            | Merion Y. Relf     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | H. L. Sloppy       | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input type="checkbox"/>            | Lester Swanson     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/>            | Mayor              | <input type="checkbox"/>            | <input type="checkbox"/> |

Motion Carried \_\_\_\_\_

\_\_\_\_\_  
City Clerk





**RESOLUTION SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND  
TRANSFER OF TITLE TO A PORTION OF VACATED BUT UNCONVEYED ALLEY  
TO 918 SOUTH 11<sup>TH</sup> AVENUE**

**WHEREAS**, the City of Marshalltown vacated the following described alley in 1953:

The eight foot (8') alley lying directly east of Lots One (1) to Twelve (12) inclusive, in Block One (1) Sutton's Addition to the Town of Marshall and being included in such Sutton's Addition; and

**WHEREAS**, Resolution 1953-8526 authorized the conveyance of all 8 feet of the vacated alley to seven different adjacent owners including: Wengert (1101 Anson Street), Gibson (906 South 11<sup>th</sup> Avenue), Ellis (910 South 11<sup>th</sup> Avenue), Thomas (912 South 11<sup>th</sup> Avenue), Gersdorf (916 South 11<sup>th</sup> Avenue), Clarke, Jr. (918 South 11<sup>th</sup> Avenue), and Priborsky (922 South 11<sup>th</sup> Avenue); and

**WHEREAS**, the quit claim deed transferring title of the portion of the vacated alley to William A. Clarke, Jr. and Evelyn L. Clarke at 918 South 11<sup>th</sup> Avenue appears to have not been recorded; and

**WHEREAS**, the above-referenced portions of the vacated but unconveyed alley have been utilized and maintained by the owners of 918 South 11<sup>th</sup> Avenue for over 70 years and is not required for any public purpose and no rights of private persons will be adversely affected by the proposed conveyance; and

**WHEREAS**, this portion of the vacated but unconveyed alley is not presently attributed ownership in the County system and is not identified by the County as a taxable parcel; and

**WHEREAS**, the City Council of the City of Marshalltown, Iowa, proposes to convey and transfer by Quit Claim Deed to the current record owner of 918 South 11<sup>th</sup> Avenue, for the sum of \$1.00 and other good and valuable consideration, title to the following described portion of vacated but unconveyed alley in the City of Marshalltown, Marshall County, Iowa, for the purpose of effectuating the intent of Resolution 1953-8526:

THAT PORTION OF THE EIGHT FOOT ALLEY EAST (E) OF BLOCK ONE (1) SUTTON'S ADDITION TO THE TOWN OF MARSHALL, NOW THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA, AS VACATED BY CITY OF MARSHALLTOWN ORDINANCE 8523, AND SITUATED EAST OF LOT 10 AND THE SOUTH ½ OF LOT 9, BLOCK 1, SUTTON'S ADDITION TO THE TOWN OF MARSHALL, NOW THE CITY OF MARSHALLTOWN, MARSHALL COUNTY, IOWA; and

**WHEREAS**, the City of Marshalltown hereby proposes that the transfer of said portion of vacated but unconveyed alley shall be subject to easements for any installed utilities and all

easements of record.

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

**Section 1.** The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on November 28, 2022, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 14<sup>th</sup> day of November, 2022, and signed this \_\_\_\_\_ day of November, 2022.

CITY OF MARSHALLTOWN, IOWA

---

Joel T.S. Greer, Mayor

ATTEST:

---

Alicia Hunter, City Clerk

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Jessica Kinser, City Administrator  
**DATE:** November 8, 2022  
**RE:** Vacated Alley - 918 S. 11<sup>th</sup> Ave

**Policy Issue:** Alley needs assigned ownership and disposition back to original purchaser

|                                                                      |                                                                                                    |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Goal 1: Expand and improve development      | <input checked="" type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life                    |

**Specific Objective/Action:** Objective 1- Review policies, procedures, ordinances for updates

**Recommendation:** Approve the resolutions as proposed

**Budget Impact:** Legal fees - TBD

**Description/Background:** In 1953, the City Council vacated a north-south alley in Block 1 of Sutton's Addition, better described as the alley between Anson Street and High Street on the east side of 11<sup>th</sup> Avenue. In August of 1953, the Council took action to sell the vacated alley portions to the adjoining properties. Today, only one property- 918 South 11<sup>th</sup> Avenue- is not showing the transfer of the property, though the 1953 resolution approved it. We are speculating that individual owner's were to record their own deeds, and this owner never did.

Before you tonight are two different actions to resolve this property issue. First, at the request of the County Auditor's office, the Council is being asked to approve a quit claim deed to the City from the City in order to establish ownership. The second aspect of this solution is to set a public hearing to dispose of the vacated alley to the current owners at no cost as this is correcting a prior conveyance. The public hearing would then be held on November 28. After this time, we would record a quit claim deed, deeding the vacated alley to the new owners.

Please note this is not the last issue of this type that will come forward as we try to untangle past issues. The bigger issue is getting this parcel of land recognized as taxable property, which should have been done nearly 70 years ago.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



## ORDINANCE VACATING ALLEY

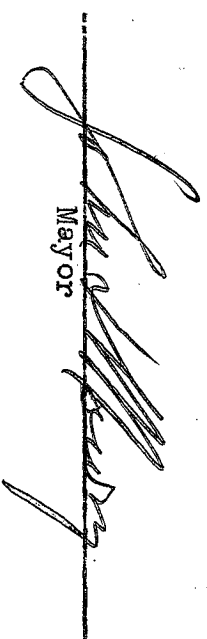
AN ORDINANCE VACATING THE ALLEY TO THE EAST OF BLOCK ONE (1), SUTTON'S ADDITION TO THE TOWN OF MARSHALL.

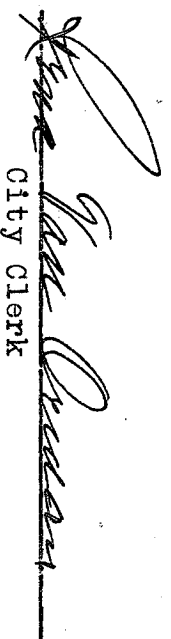
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The eight foot (8') alley lying directly east of Lots One (1) to ~~Twelve~~ (12) inclusive, in Block One (1) Sutton's Addition to the Town of Marshall and being included in such Sutton's Addition be and the same is hereby vacated.

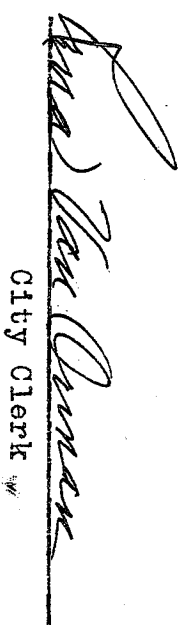
Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

The above ordinance, entitled, "AN ORDINANCE VACATING THE ALLEY TO THE EAST OF BLOCK ONE (1), SUTTON'S ADDITION TO THE TOWN OF MARSHALL", was authenticated this 28th day of July, 1953.

  
Mayor

  
City Clerk

I, Rena Van Orman, Clerk of the City of Marshalltown, HEREBY CERTIFY that the above ordinance, entitled, "AN ORDINANCE VACATING THE ALLEY TO THE EAST OF BLOCK ONE (1), SUTTON'S ADDITION TO THE TOWN OF MARSHALL", duly passed by the council on the 27th day of July, 1953; authenticated by the Mayor and Clerk on the 28th day of July, 1953; signed by the Mayor on the 28th day of July, 1953; and published in the Times Republican, a legal newspaper of general circulation, published in the City of Marshalltown, Iowa, on the 29th day of July, 1953;

  
City Clerk

RESOLUTION PROVIDING FOR THE SALE AND CONVEYANCE BY THE CITY OF MARSHALLTOWN, IOWA, TO THE ABUTTING LOT OWNERS OF THEIR RESPECTIVE PORTIONS OF THE VACATED ALLEY EAST (E) OF BLOCK ONE (1), SUTTON'S ADDITION TO THE TOWN OF MARSHALL.

WHEREAS, the eight foot alley East (E) of Block One (1), Sutton's Addition to the Town of Marshall has been vacated as a public alley by an ordinance legally adopted and published in the manner provided by law, and

WHEREAS, the public interest and the interest of adjoining and abutting property owners does not require the maintenance of said public alley or does not require that the City of Marshalltown, Iowa, retain title thereto, except as for easement rights of public utilities therein and thereon and can be advantageously used by the abutting lot owners by sale thereto by the City of Marshalltown, Iowa, of the respective portions of said vacated alley to the abutting lot owners.

NOW THEREFORE Be it Resolved by the Council of the City of Marshalltown, Iowa:

Section 1. That the eight (8) foot vacated alley to the East (E) of Block One (1), Sutton's Addition to the Town of Marshall and abutting on lots one (1) to twelve (12) inclusive of said block be now sold and title thereto conveyed to the following persons in proportion to their respective ownership of the abutting lots on said vacated alley as shown by the plat on file in the office of the Auditor of Marshall County, Iowa, and to the following named persons:

Ivan and Alice Wengert, L. R. and Minnie Idso, Fred and Anna Irene Ellis, Dorothy A. Thomas, Eldon K. and Marbie M. Gersdorf, William A. Clarke, Jr. and Evelyn L. Clarke, Stanley and Ruth K. Priborsky.

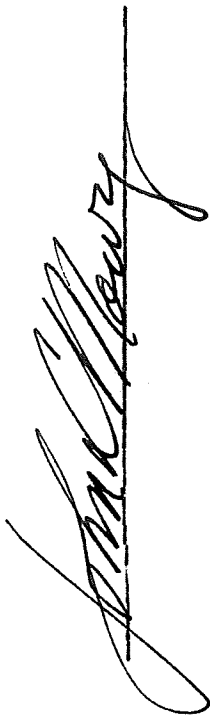
That should any of the above named persons, as owners of abutting lots, not be the present owners of title thereof, the conveyance as herein provided shall be to the persons shown to be the owners of the lot or lots abutting thereon and be entitled to the conveyance, and the City of Marshalltown shall reserve easement rights in, over and on the said vacated alley for any and all public uses required therein. That the consideration for such conveyance shall be the payment of the respective grantees of the costs of vacation

of said alley, the publication of required notice and the recording of the required instruments to perfect title in and to the respective grantees.

Section 2. That upon payment of the purchase price as hereinbefore set forth the Mayor and Clerk of the City of Marshalltown, Iowa, respectfully, shall be and that are hereby authorized and empowered to execute Quit Claim Deeds to the respective portions of such vacated alley to the abutting lot owners as their interests shall appear and deliver said deeds to said grantees.

The above and foregoing resolution is placed on file in the office of the City Clerk by motion of the Council this 3 day of August, 1953, for the purpose of giving the public notices required by Section 34, Chapter 151, Laws of the 54th General Assembly.

Signed this 28th day of August, 1953.

A handwritten signature in dark ink, appearing to read "Frank A. Harty", written in a cursive style. The signature is positioned above a horizontal line.



5-12  
①  
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, a resolution whereby it is proposed to sell, dispose and convey, subject to reservation of easement rights, the title of the City of Marshalltown, Iowa, in and to the vacated eight (8) foot alley to the East (E) of Block One (1) Sutton's Addition to the Town of Marshall.

That it is proposed to convey by Quit Claim Deed to the owners of lots abutting on such vacated alley the portion thereof that will conform to the ownership of such abutting lots and to the following named persons in accordance therewith:

Ivan and Alice Wengert, L. R. and Minnie Idso, Fred and Anna Irene Ellis, Dorothy A. Thomas, Eldon K. and Marbie M. Gersdorf, William A. Clarke, Jr. and Evelyn L. Clarke, Stanley and Ruth K. Priborsky.

That the abutting property owners as consideration for such conveyance and for the execution of Quit Claim Deeds to the respective portions thereof, <sup>agree</sup> to the payment of all costs of publication, for the publication of ordinance of vacation, the notice of publication of hearing thereon and the recording of the transcript of council proceedings to perfect the title thereto. Final action on the proposed resolution will be taken at the regular meeting of the Council to be held at the City Hall, Marshalltown, Iowa, on August 24, 1953, at 7:30 o'clock P. M. at which time and place the public hearing will be had on any objections thereto and the Council will take final action on the resolution now on file.

This notice is given as required by Section 54, Chapter 151, Laws of the 54th General Assembly.

*Kenn Van Orman*  
Clerk, City of Marshalltown, Iowa.

Moved by LaS that the resolution placed on file at the meeting of this council Aug 3 1953, wherein it is proposed to sell and convey to the respective abutting lot owners the portion of vacated right (25 foot alley to the East (E) of Block One (1) Suttons Addition to the Town of Marshall, <sup>whetting the top rights of said owner</sup> subjects to the payment of the consideration set forth therein and the reservation as aforesaid rights contains in said resolution be now finally approved and adopted and the mayor and clerk respectively be authorized to execute the said claim decide there to as provided in said resolution,

Motion Seconded by Callers

Roll call Map R S Swan Co Co L & H

COUNCIL RECORD NO.

APPLICATION  
COMMUNICATION  
PETITION  
REPORT  
RESOLUTION  
ORIGINANCE

FO

REPORT  
RESOLUTION  
OBLIVANCE

SUBJECT

REMARKS

100

Moved by Councilman:

Seconded by Councilman:

That

be Received, placed on file and referred to Committee on

The Roll Call was as Follows:

Vote was as Follows:

YES! MEMBERS OF COUNCIL

ABSENT

Cecil A. Collins

W. B. Crosby

Harold Gannett

Ervine Herland

Howard Halcney

Marion V. Telford

H. L. Stopp

Letter Svanon

Major

Motion Carried

City Clerk

APPLICATION )  
COMMUNICATION )  
PETITION ) OF  
REPORT )  
RESOLUTION )  
ORDINANCE )

SUBJECT \_\_\_\_\_

REMARKS \_\_\_\_\_  
Adopt ResolutionMoved by Councilman: Maloney Seconded by Councilman: Harold

That \_\_\_\_\_

Be Received, Placed on File and Referred to Committee on \_\_\_\_\_

The Roll Call was as Follows:

Vote was as Follows:

| YES                                 | MEMBERS OF COUNCIL | NO                                  | ABSENT                   |
|-------------------------------------|--------------------|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | Cecil A. Collins   | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input type="checkbox"/>            | W. B. Crosby       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Harold Gummert     | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Ervine Harland     | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Howard Maloney     | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input type="checkbox"/>            | Merion Y. Relf     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | H. L. Sloppy       | <input type="checkbox"/>            | <input type="checkbox"/> |
| <input type="checkbox"/>            | Lester Swanson     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/>            | Mayor              | <input type="checkbox"/>            | <input type="checkbox"/> |

Motion Carried \_\_\_\_\_

\_\_\_\_\_  
City Clerk



PETITION TO VACATE ALLEY

TO Mayor and City Council,  
Marshalltown, Iowa.

We, the undersigned abutting property owners, hereby petition that the following described alley be vacated, to-wit:

The north and south alley 8 feet in width along the east side of Sutton's Addition to the Town of Marshall, running from Anson Street south and abutting on and adjacent to Lots 1 to 12 inclusive of Block 1 of said Sutton's Addition.

It is understood that the vacation will be subject to the right of public utilities to maintain and repair existing facilities.

We further request that the vacated alley revert to the respective abutting property owners in Sutton's Addition.

[illegible]

**RESOLUTION SETTING A PUBLIC HEARING FOR A MARSHALLTOWN  
COMMUNITY DEVELOPMENT AND HOUSING NEEDS ASSESSMENT AND  
REVIEW OF THE APPLICATION FOR HUD COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) DERECHO DISASTER FUNDS**

**WHEREAS** the Iowa Economic Development Authority “IEDA” established a CDBG Derecho Disaster Fund Grant Program for housing; and

**WHEREAS** the City is an eligible applicant and has identified a need for owner occupied and rental housing; and

**WHEREAS** the City is working with Region 6 Resource Partners and in preparation of this grant; and

**WHEREAS**, a public hearing is required to be held prior to the submission of the grant and is proposed for November 28 2022 at 5:30 pm; and

**WHEREAS** the City Council has reviewed the request and found it to be in the best interest of the City.

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

**Section 1.** The Council will meet at 5:30 P.M. in the council chambers in the City Hall, Marshalltown, Iowa, on the 28<sup>th</sup> day of November 2022, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the proposal to apply for the HUD CDBG Derecho Disaster Funds from the Iowa Economic Development Authority.

**Section 2.** The City Clerk shall cause to be published notice of said hearing required by law, by publication once in the Marshalltown Times Republication, a newspaper having general circulation in the City of Marshalltown, Iowa. The publication shall not be less than four (4) days nor more than twenty (20) days prior to the date therein fixed for public hearing

Passed this 14<sup>th</sup> day of November 2022 and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Jessica Kinser, City Administrator  
**DATE:** November 8, 2022  
**RE:** Public Hearing- CDBG DR Grant

**Policy Issue:** Council must set and hold a public hearing on a housing needs assessment as part of the CDBG-DR grant process

|                                                                            |                                                                                         |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Goal 1: Expand and improve development | <input type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image       | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life         |

**Specific Objective/Action:** Objective 3- Increase housing opportunities at all levels

**Recommendation:** Approve the resolution as presented

**Budget Impact:** No budget impact for a public hearing

**Description/Background:** Marshall County is on one of three counties eligible for funding as part of a Community Development Block Grant - Disaster Recovery (CDBG-DR) resulting from the derecho. The first round of funding is focusing on expanding for sale and rental housing options. This public hearing is required to review a Community Housing Needs and Development Assessment which has been prepared by the City and Region 6. This public hearing will cover applications for 5 projects:

- Project 1- City of Marshalltown - 7 For Sale Units (multiple addresses)
- Project 2- City of Marshalltown - 5 For Sale Units (2500 Block of South 6<sup>th</sup> Street, 8 N. 5<sup>th</sup> Ave.)
- Project 3- Heugerich Construction - 33 Rental Units (1800 S. 7<sup>th</sup> Ave)
- Project 4- Heugerich Construction - 6 For Sale Units (1501 S. 7<sup>th</sup> Ave)
- Project 5- Heugerich Constructoin - 6 For Sale Units (104 N. 4<sup>th</sup> Ave)

The public hearing will be held on Monday, November 28<sup>th</sup>, at which time the needs assessment will be reviewed and commented on. Following the public hearing, the Council will consider two resolutions of support for the applications.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker





## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Marshalltown will be holding a public hearing at 5:30 PM on November 28, 2022 at 10 West State Street, Marshalltown, Iowa 50158, in the Marshalltown City Hall Council Chambers for the purpose of reviewing the following applications for HUD Community Development Block Grant (CDBG) Derecho Disaster funds from the Iowa Economic Development Authority (IEDA) – A). City of Marshalltown phase 1 \$1,820,000 request to build 7 owner occupied homes at 101 E Ferner St, 411 W Linn St, 506 E Boone St, 506 N 2<sup>nd</sup> St, 510 E Main St, 702 Swayze St, and 817/819 N 5<sup>th</sup> Ave; and B). City of Marshalltown phase 2 includes \$1,703,000 to build 4 homes at 2500 block of S 6<sup>th</sup> St and 1 at 8 N 5<sup>th</sup> Ave, and develop a new subdivision for 4 owner occupied homes at 2500 block of S 6<sup>th</sup> St. With both of these projects the City of Marshalltown will serve as developer and owner of the lots. The City of Marshalltown will also serve as applicant for the HUD CDBG Derecho Disaster funds from the IEDA for a private developer. These private developer projects include – A). \$4,850,300 to build 33 rental units at 1800 S 7<sup>th</sup> Avenue; B). \$1,612,000 to build 6 owner occupied townhouses at 1501 S 7<sup>th</sup> Ave; and C). \$1,612,000 to build 6 owner occupied townhouses at 106 N 4<sup>th</sup> Ave. A Marshalltown Community Development & Housing Needs Assessment will be prepared during the public hearing. Comments may be made in writing and filed with the City Clerk at 24 N Center St. prior to the time fixed for hearing on said request or may be made orally or in writing before the City Council at the time fixed herein.

To all of which take due notice and be governed accordingly.

Alicia Hunter  
City Clerk  
Marshalltown, Iowa 50158

SET DATE FOR HEARING ON  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(Marshalltown Central Business District,  
Inc.)

422742-50

Marshalltown, Iowa

November 14, 2022

The City Council of the City of Marshalltown, Iowa, met on November 14, 2022, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Alicia Hunter, City Clerk introduced the resolution next hereinafter set out and Council Member \_\_\_\_\_ moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

## **RESOLUTION NO. 2022-301**

### **Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Marshalltown Central Business District, Inc. for Façade Improvement Program**

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Marshalltown Central Business District, Inc. (“MCBD”) in connection with the administration by MCBD of a façade improvement and code compliance program in the Urban Renewal Area; and

WHEREAS, under the Development Agreement the City would provide financial incentives to MCBD in the form of economic development incremental property tax payments in an amount not to exceed \$50,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on November 28, 2022, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT  
AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT,  
INC. AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX  
INCREMENT PAYMENTS

The City Council of the City of Marshalltown, Iowa, will meet at the City Council Chambers, 10 West State Street, on November 28, 2022, at 5:30 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement (the “Agreement”) between the City and Marshalltown Central Business District, Inc. (“MCBD”) in connection with the administration by MCBD of a façade improvement and code compliance program in the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”). The Agreement provides for certain financial incentives in the form of economic development incremental property tax payments to MCBD in a total amount not exceeding \$50,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to MCBD under the Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Alicia Hunter  
City Clerk

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 14, 2022.

---

Mayor

Attest:

---

City Clerk

• • • •

On motion and vote the meeting adjourned.

---

Mayor

Attest:

---

City Clerk

STATE OF IOWA  
MARSHALL COUNTY                      SS:  
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

**(Attach here the publisher's original affidavit with clipping of the notice as published.)**

**(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)**



November 10, 2022

**Via Email**

Jessica Kinser  
City Administrator/City Hall  
Marshalltown, IA

Re: Development Agreement (Marshalltown Central Business District, Inc.)  
Our File No. 422742-47

Dear Jessica:

Attached please find proceedings to enable the City Council to act on November 14<sup>th</sup> to set November 28<sup>th</sup> as the date for a public hearing on the proposed Development Agreement with Marshalltown Central Business District, Inc.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can be effectively published is November 24, 2022. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution, and please email a copy of the published notice to [lemke.susan@dorsey.com](mailto:lemke.susan@dorsey.com).

We will prepare and forward to you in time for the November 28<sup>th</sup> meeting the necessary proceedings to approve the Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Diana Steiner  
Alicia Hunter



## FAÇADE IMPROVEMENTS AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Marshalltown Central Business District, Inc. (“MCBD”) as of \_\_\_\_\_, 2022.

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

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

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

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

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

WHEREAS, it is the intent of the City and MCBD that this Agreement should set out the understanding of the parties for the period of time beginning July 1, 2023 and ending June 30, 2024 (“Fiscal Year 2023-24”);

NOW THEREFORE, the parties hereto agree as follows:

1. MCBD agrees that will continue to administer the Façade Improvements Program under the direction of the City.

2. The City agrees that it will provide not to exceed \$50,000 in economic development incremental property tax payments to property owners under the Façade Improvement Program for the Fiscal Year 2023-24, to be funded from incremental property tax revenues generated in the Urban Renewal Area.

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

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

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

CITY OF MARSHALLTOWN, IOWA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

MARSHALLTOWN                      CENTRAL  
BUSINESS DISTRICT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Jessica Kinser, City Administrator  
**DATE:** October 20, 2022  
**RE:** FY24 Incentive Grant Funding

**Policy Issue:** City must follow Chapter 403 for the use of TIF

|                                                                            |                                                                                         |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Goal 1: Expand and improve development | <input type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image       | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life         |

**Specific Objective/Action:** Objective 1: Support the MCBF and development in Downtown

**Recommendation:** To move forward with the process of setting and holding a public hearing

**Budget Impact:** \$50,000 in TIF

**Description/Background:** The City partners with the Marshalltown Central Business District (MCBD) to administer the Incentive Grant Program for properties in the MCBD boundaries. The grants include support for façade improvements and code compliance items. This program has been in place for a number of years and has helped many property owners move forward with projects that improve the downtown. For the current fiscal year, the City is putting \$50,000 in tax increment financing into this program. As a reminder, MCBD administers this program, ensures project compliance, but does not actually receive any of the funds. The City handles all payments directly to the building owners on a reimbursement basis.

The City has utilized tax increment financing (TIF) for this funding in the past, which is why the request has to be approved by Council in November of the prior fiscal year. If the Council would like to proceed with this (which is recommended), a public hearing will need to be set on a development agreement at the November 14<sup>th</sup> meeting, with the public hearing to occur on the November 28<sup>th</sup> meeting, along with the approval of the FY24 TIF certification to the County.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



**RESOLUTION APPROVING AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO. FOR COMMERCIAL DEMOLITION PLAN AND SPECIFICATION PREPARATION AND OBSERVATION AND TESTING**

**WHEREAS**, the City of Marshalltown has acquired a number of commercial buildings damaged in the 2018 tornado and/or the 2020 derecho, which are intended for demolition, including 24 North 1<sup>st</sup> Avenue and 101 West Main Street; and

**WHEREAS**, the City of Marshalltown approved a Professional Services Agreement with WHKS and Co. on September 13, 2021, for \$64,485 to develop the plans and specifications for the demolition, as well as project oversight and compaction testing; and

**WHEREAS**, the City of Marshalltown approved Amendment 1 to the Professional Services Agreement with WHKS and Co. for \$34,000 on February 14, 2022; and

**WHEREAS**, WHKS and Co. has determined an additional \$19,892 is necessary for them to be able to finish their scope of work for the site finishes at 24 North 1<sup>st</sup> Avenue and for the demolition of 101 West Main Street;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that Amendment No. 2 to the Professional Services Agreement with WHKS & Co. for the listed scope of work related to the demolition of 24 North 1<sup>st</sup> Avenue and 101 West Main Street for \$19,982 is hereby approved.

Passed this 14<sup>th</sup> day of November, 2022, and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

---

Joel T.S. Greer, Mayor

ATTEST:

---

Alicia Hunter, City Clerk

# MARSHALLTOWN

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## I O W A

---

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Jessica Kinser, City Administrator  
**DATE:** November 8, 2022  
**RE:** WHKS Demolition Amendment

**Policy Issue:** Council is required to approve amendments exceeding a total cost of \$45,000+

|                                                                            |                                                                                         |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Goal 1: Expand and improve development | <input type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image       | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life         |

**Specific Objective/Action:** Objective 1- Complete City-owned demolition projects in the downtown

**Recommendation:** To approve the resolution as proposed

**Budget Impact:** \$19,982 from the D&D Fund

**Description/Background:** The City hired WHKS to draft the plans and specs and provide construction oversight on 330 South 3<sup>rd</sup> Avenue, 24 North 1<sup>st</sup> Avenue and 101 West Main Street. All three bids were awarded to Lansing Brothers Construction. 330 South 3<sup>rd</sup> Avenue has been completed, with final payments made. 24 North 1<sup>st</sup> Avenue, which had an August 15<sup>th</sup> completion date, still has to be backfilled. 101 West Main Street had a completion date of July 30<sup>th</sup> and as of the writing of this memo, the demolition plan has yet to be approved (though multiple iterations are going back and forth). Both incomplete projects are not complete (and not started in the case of 101) and accruing liquidated damages.

WHKS has reviewed how much remains on the agreement with the City (~\$11,000) and has reviewed activities remaining for both sites and determined that \$11,000 will not cover the remaining activities. Therefore they have prepared an amendment for nearly \$20,000 to see these two sites to completion. We have asked WHKS to break down past billings and future billings by project location in order to properly apply the additional engineering costs as liquidated damages.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker





## AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, **City of Marshalltown** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **September 28, 2021** for certain engineering services for **2021 Demolition Package** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Design Engineering and Construction Phase** services for the **2021 Demolition Package** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

### **Basis of Compensation**

For the services described above, the Client shall remunerate WHKS as follows:

**Billed Hourly with an Estimated Fee of \$19,892.00 including Expenses. External expenses include an administrative charge of 10 percent.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

### **City of Marshalltown**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **WHKS & CO.**

By:  \_\_\_\_\_

Printed Name: Derek J. Thomas, P.E.

Title: Vice President

## Exhibit A to Amendment No. 2

### A. Project Description

This project involves development of demolition bid packages for three City-owned properties that had been damaged by the 2018 tornado and 2020 derecho. The properties are:

330 South 3<sup>rd</sup> Avenue and adjacent 328 lot  
101 West Main St.  
24 North 1<sup>st</sup> Avenue

The original scope for the project included development of performance-based specification packages for demolition and part-time observation for the three properties listed above. The original scope included a preliminary site investigation of the properties at 101 W. Main St. and 24 North 1<sup>st</sup> Ave, which share walls with adjacent buildings that are to remain intact, and a preliminary evaluation of demolition monitoring methods for the shared wall at 101 W. Main St.

The limited investigation at 101 W. Main St. was performed in December 2021 and January 2022 and included review of available plan records, visual observation, GPR scanning, and core drilling of the shared party wall between 101 and 105 W. Main St. Based on the investigation, the demolition plans and specifications needed to be expanded to cover additional design work necessary to provide additional protection of the adjacent property at 105 W. Main St. Amendment No. 1, executed on February 15, 2022, provided those design and engineering services.

The project bid packages were developed and let for bidding. Lansing Brothers Construction (Contractor) was awarded the demolition contract for each of these properties. These properties are in various stages of demolition as of Nov 8, 2022. The specified completion dates in the bid documents and status of each are:

330 South 3<sup>rd</sup> Avenue and adjacent 328 lot: Specified completion date April 30, 2022. Building was demolished in December of 2021 and site restoration was accepted in August of 2022. The property's contract is ready for final acceptance.  
101 West Main St.: Specified completion date July 29, 2022. Contractor has not started demolition yet. Contractor is in the process of revising his Demolition Plan for approval.  
24 North 1<sup>st</sup> Avenue: Specified completion date August 15, 2022. Building was demolished in late August. The site has not been backfilled or restored yet.

The Contractor has gone past the specified completion dates for the properties and has submitted numerous requests for alternate backfill materials, alternate block (CMU) retaining wall design, utility disconnect deducts, foundation demolition deducts, and numerous re-submittals on deficient Demolition Plans. WHKS and its subconsultant, Braun Intertec, have continued to provide review and recommendations for these proposals and status updates throughout and have utilized all available budget hours. The contract limits through Amendment 1 were 542 budgeted hours, and 586 hours have been spent to date. Amendment No. 2 is requested to provide additional hours for engineering and material testing services.



**The Contractor's schedule and performance on the demolition projects is under his own control. Additional delays from the Contractor may necessitate additional amendments to our scope of services.**

**B. Scope of Services Provided Under This Agreement:**

Note: Items 1-8 were previously defined in the AGREEMENT and AMENDMENT 1. This Scope of Services adds hours to several of these tasks.

**1. Contract Administration**

- Item 1.1: Add 16 hours for contract administration.

**6. Final Design**

- Item 6.3: Add 8 hours for responding to adjacent property owner questions.
- Item 6.4: Add 8 hours for reviewing Contractor's demolition plan resubmittals.
- New Item: Add 12 hours for reviewing Contractor's CMU block wall proposal. This item is a change in scope. Contractor will provide engineer stamped drawings and calculations for WHKS to review.
- New Item: Add 12 hours for designing footer for retaining wall at 101 W Main St. This item is a change in scope. Contractor's investigation pothole performed in October of 2022 revealed lack of existing footing. WHKS will provide design of a concrete footing for the future retaining wall at this site.
- New Item: Add 50 hours for review of Contractor's alternate proposals itemized in section A. This item to be applied to WHKS and Braun fees.

**7. Construction Administration**

- Item 7.1: Add 8 hours for evaluation of unforeseen items as may be discovered during demolition.

**8. Construction Observation**

- Item 8.1: Add 44 hours for construction observation.

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE  
EDGEWOOD STREET EXTENSION PROJECT, AN DECREASE OF \$123,747.11**

**WHEREAS**, the City of Marshalltown, Iowa, has heretofore entered into a contract with Con-Struct, Inc., for the labor and material for the Edgewood Street Extension Project #STR19003; and

**WHEREAS**, a decrease is requested due to changes in the scope of work 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 Edgewood Street Extension Project, in the decreased amount of \$123,747.11 is hereby accepted and approved.

Passed this 14th day of November 2022, and signed this \_\_\_\_\_ day of November, 2022.

CITY OF MARSHALLTOWN, IOWA

---

Joel Greer, Mayor

ATTEST:

---

Alicia Hunter, City Clerk

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Heather Thomas, Public Works Director  
**DATE:** November 14, 2022  
**RE:** Edgewood Street Extension (STR 19-003)\_Change Order #4

**Policy Issue:** Policy requires project change orders of more than \$25,000 to be approved by City Council. With the multiple change orders, total adjustments (increase/decrease) are over \$25,000.

|                                                                            |                                                                                         |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Goal 1: Expand and improve development | <input type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image       | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life         |

### Specific Objective/Action:

Objective 2 - Support and Promote Commercial and Industrial Development - Construct the Edgewood / North 8<sup>th</sup> Avenue Extension

### Recommendation:

Staff recommends Change Order #4 in the amount of a decrease of \$123,747.11.

### Budget Impact:

This is an overall project decrease to the project budget, much of this is a decrease as a result of removing a water main lowering from the project. Much of this deduct will reduce MWW's share of construction for this project.

### Description/Background:

This change order includes the following items:

- a. Removal of lowering an existing 24-inch water main that was going to lose cover when the drainage ditch was to be installed. Testing completed on the water main indicated we were able to get it shut down; however, it was difficult to maintain supply needed to not negatively impact water users in town. We evaluated performing the lowering while a large user was offline; however, discussion with MWW, Iowa DNR, and the Contractor indicated that it would be extremely difficult to get the lowering and required testing complete in the amount of time available when usage in town was expected to allow this work to take place. If it was unable to be completed, this would have resulted in a city-wide boil order for an undetermined period of time.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



- b. Design modifications were made to regrade the area of this potential conflict and install dual culverts to provide flow. These changes were approved by MWW to protect their infrastructure and are acceptable to the city after reviewing the engineer's storm water calcs.

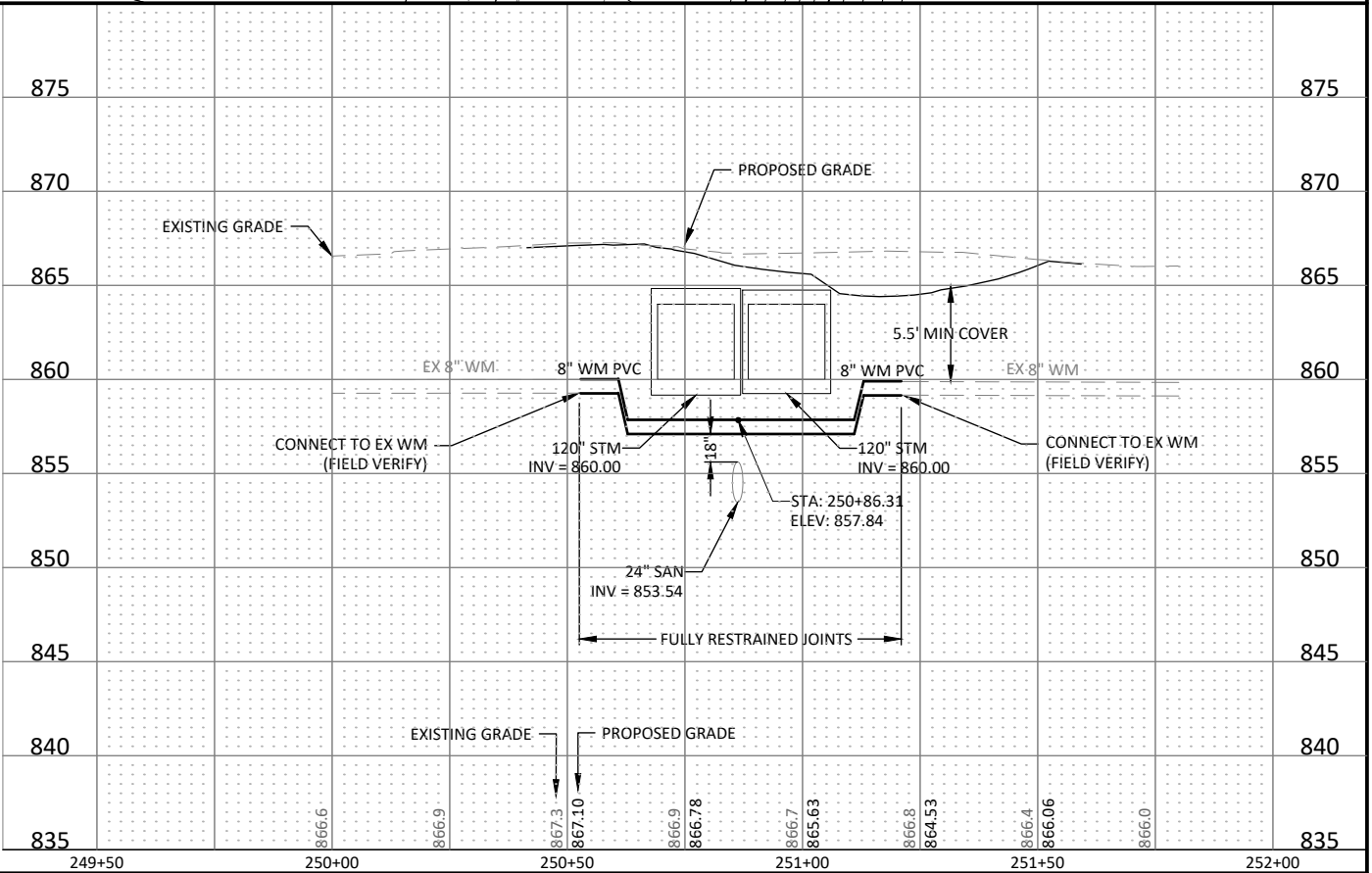
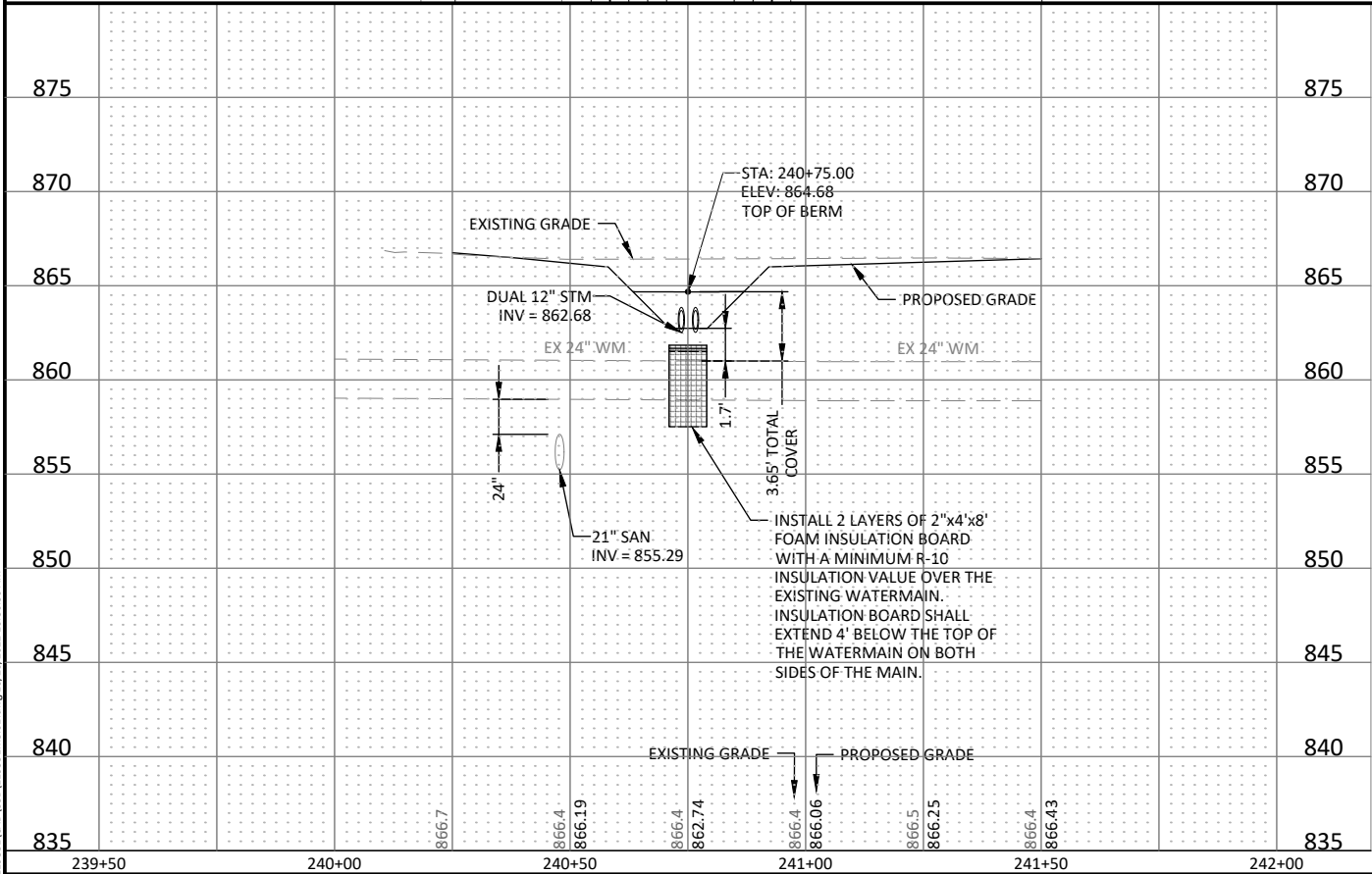
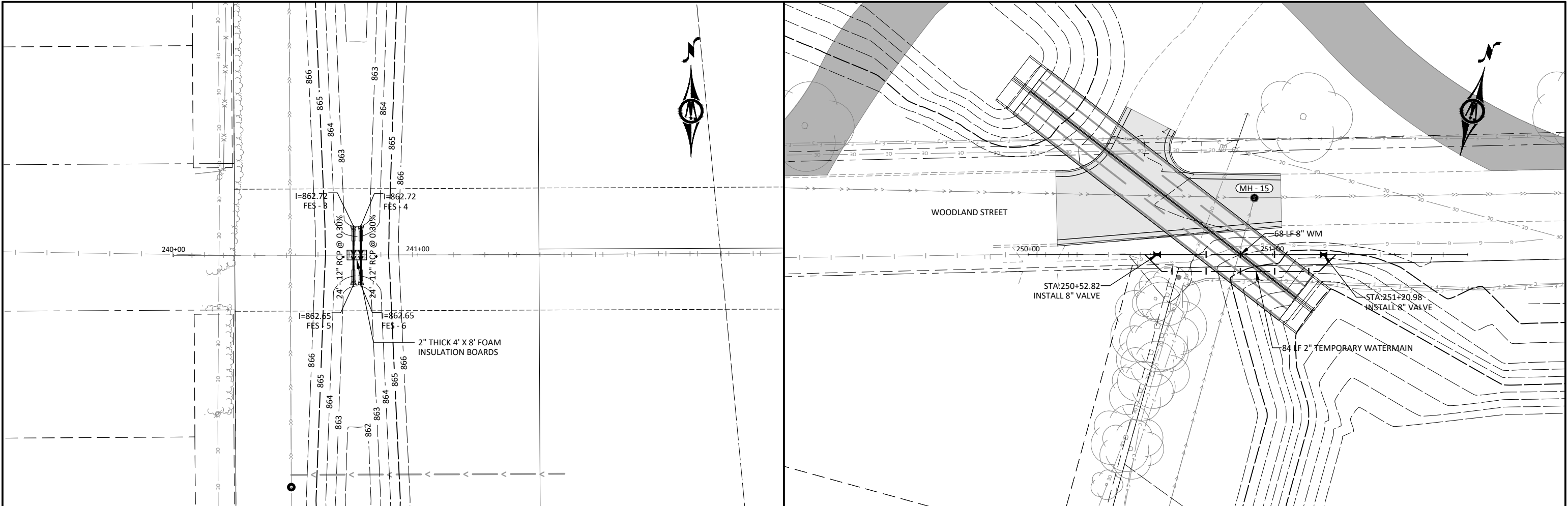
**Attachments:** Change Order 4 w/ supporting documents

*i:\public works\council items\2022\edgewood change orders\co4\memo - str 19-003 edgewood change order #4 - 22 09 26.docx*

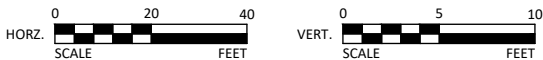
**CITY COUNCIL**

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker





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DIV. 1 - RISE  
PROJECT NO: RM-4797(626)-90-64  
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)  
PROJECT NO: 05-79-05973  
DIV. 3 - MARSHALLTOWN WATER WORKS



1519 BALTIMORE DRIVE  
AMES, IOWA 50010  
Phone: (515) 233-6100  
Email: Ames@bolton-menk.com  
www.bolton-menk.com

| DESIGNED         | REV        | DESCRIPTION      | DATE                       |
|------------------|------------|------------------|----------------------------|
| TLB              | 0          | FOR CONSTRUCTION | 5/10/2022                  |
| DRAWN            | TLB        | A                | SHIFTED WATERMAIN LOWERING |
| CHECKED          | GAB        |                  |                            |
| CLIENT PROJ. NO. | A13.119531 |                  |                            |

CITY OF MARSHALLTOWN, IOWA  
EDGEWOOD EXTENSION  
M3 - WATERMAIN PLAN

SHEET  
M3.08



# Bolton & Menk

## Change Order Details

### Marshalltown - Edgewood Extension

---

#### Description

**Prime Contractor** CON-STRUCT, INC.

**Change Order** 4

**Status** Pending

**Date Created** 10/19/2022

**Type** Local Funding

**Summary** Change Order #4

**Change Order Description** During design for the Edgewood extension project an existing 24-inch water main that runs though the site was determined to conflict with a proposed storm water ditch. The design was able to be adjusted to avoid the existing water main in all locations except for the ditch location. The design planned to lower the 24-inch water main within the conflict area. Through design coordination it was anticipated that the existing 24-inch watermain that runs through the project would be able to be shutdown to lower the water main to provide the required cover over the water main and a proposed ditch crossing. During construction it was determined that the 24-inch water main was not able to be shut down. During an initial shutdown of the 24-inch water main the Alliant energy power plant began to see reduced water feed to the plant which if continued would have impacted their operations. In discussion with Marshalltown Water Works it was found the water main was not looped as they thought during design. Discussion was then had with Aliant Energy and it was determined that the power plant would be shut down from October 15th through October 23rd for maintenance. It was anticipated that during this time frame the water main could be lowered. During the shutdown the water main would have to be lowered and have passing tests for both pressure and bacteria prior to the power plant coming back on line. If all of this was not able to be accomplished in the timeframe the water main would have to be turned back on to provide flow to the power plant an entire City boil order be in effect.

In further discussions including the City, Marshalltown Water work, the Contractor and Bolton & Menk it was determined that the possibility of an entire City boil order was not an option. Because of this, alternative designs were evaluated to see if the water main lowering could be avoided. Through a combined effort of all involved parties an alternative design was approved. This includes the installation of two new 12-inch storm sewer pipes in the proposed ditch and increasing the cover on the existing water main.

The proposed change order included the new 12-inch storm sewer pipe, removal of the 24-inch water main items and payment to the contractor

for stored items. The contractor is not able to return the purchased water main materials so the materials will be purchased from the contractor and become City stock items.

|                                  |                |
|----------------------------------|----------------|
| <b>Awarded Project Amount</b>    | \$6,088,627.50 |
| <b>Authorized Project Amount</b> | \$6,060,903.90 |
| <b>Change Order Amount</b>       | -\$123,747.11  |
| <b>Revised Project Amount</b>    | \$5,937,156.79 |

## Increases/Decreases

| Line Number                                | Item ID      | Unit | Unit Price   | Current  |              | Change   |               | Revised  |             |
|--------------------------------------------|--------------|------|--------------|----------|--------------|----------|---------------|----------|-------------|
|                                            |              |      |              | Quantity | Amount       | Quantity | Amount        | Quantity | Amount      |
| Section: 1 - Description                   |              |      |              |          |              |          |               |          |             |
| 0017                                       | 4020-108-A-1 | LF   | \$55.000     | 737.000  | \$40,535.00  | 48.000   | \$2,640.00    | 785.000  | \$43,175.00 |
| STORM SEWER, TRENCHED, RCP, 12 INCH        |              |      |              |          |              |          |               |          |             |
| 0035                                       | 5010-108-A-1 | LF   | \$350.000    | 71.000   | \$24,850.00  | -71.000  | -\$24,850.00  | 0.000    | \$0.00      |
| WATERMAIN, TRENCHED, DUCTILE IRON, 24 INCH |              |      |              |          |              |          |               |          |             |
| 0039                                       | 5020-108-A-0 | EA   | \$8,700.000  | 1.000    | \$8,700.00   | -1.000   | -\$8,700.00   | 0.000    | \$0.00      |
| VALVE, BUTTERFLY, 24 INCH, FURNISH ONLY    |              |      |              |          |              |          |               |          |             |
| 0040                                       | 5020-108-A-0 | EA   | \$2,000.000  | 1.000    | \$2,000.00   | -1.000   | -\$2,000.00   | 0.000    | \$0.00      |
| VALVE, BUTTERFLY, 24 INCH, INSTALLATION    |              |      |              |          |              |          |               |          |             |
| 0041                                       | 5020-108-A-0 | EA   | \$61,000.000 | 2.000    | \$122,000.00 | -2.000   | -\$122,000.00 | 0.000    | \$0.00      |
| VALVE, INSERTION VALVE, 24 INCH            |              |      |              |          |              |          |               |          |             |



| Line Number               | Item ID      | Unit | Unit Price   | Current  |              | Change   |               | Revised  |             |
|---------------------------|--------------|------|--------------|----------|--------------|----------|---------------|----------|-------------|
|                           |              |      |              | Quantity | Amount       | Quantity | Amount        | Quantity | Amount      |
| 0045                      | 5020-108-X-2 | EA   | \$26,000.000 | 1.000    | \$26,000.00  | -1.000   | -\$26,000.00  | 0.000    | \$0.00      |
| WATERMAIN OFFSET, 24 INCH |              |      |              |          |              |          |               |          |             |
| 6 items                   |              |      | Totals       |          | \$224,085.00 |          | -\$180,910.00 |          | \$43,175.00 |

### New Items

| Line Number                                                       | Item ID      | Unit | Quantity | Unit Price   | Extension          |
|-------------------------------------------------------------------|--------------|------|----------|--------------|--------------------|
| Section: 1 - Description                                          |              |      |          |              |                    |
| 8008                                                              | 2416-0100012 | EACH | 4.000    | \$2,500.000  | \$10,000.00        |
| APRONS, CONCRETE, 12 IN. DIA.                                     |              |      |          |              |                    |
| 8009                                                              | 5010-108-X-0 | LS   | 1.000    | \$16,800.000 | \$16,800.00        |
| WATERMAIN, TRENCHED, DUCTILE IRON, 24 INCH - STOCKPILED MATERIALS |              |      |          |              |                    |
| 8010                                                              | 5020-108-X-3 | LS   | 1.000    | \$23,020.000 | \$23,020.00        |
| WATERMAIN OFFSET, 24 INCH - STOCKPILED MATERIALS                  |              |      |          |              |                    |
| 8011                                                              | 5020-108-X-0 | LS   | 1.000    | \$7,342.890  | \$7,342.89         |
| VALVE, BUTTERFLY, 24 INCH, FURNISH ONLY - STOCKPILED MATERIAL     |              |      |          |              |                    |
| 4 items                                                           |              |      |          |              | Total: \$57,162.89 |

**Signatures**

Agreed -  Date: 11/10/22  
Contractor

Recommended -  Date: 11/10/22  
Project Engineer

Approved - \_\_\_\_\_ Date: \_\_\_\_\_  
City



# INVOICE

Invoice # R004302  
 Invoice Date 9/22/22  
 Account # 096622  
 Sales Rep CHRISTOPHER RICHTER  
 Phone # 515-986-4000  
 Branch # 223 Grimes, IA  
 Total Amount Due \$65,749.94

1830 Craig Park Court  
 St. Louis, MO 63146

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146

26 2 SP 0.810 E0026X I0185 09698189277 S2 P9268935 0001:0007



CON-STRUCT INC  
 1710 E MAIN ST  
 MARSHALLTOWN IA 50158-2262

Shipped to:  
 N 5TH AVE & EDGEWOOD  
 MATT 641-328-0029  
 MARSHALLTOWN, IA

CUSTOMER JOB- 2022-02 EDGEWOOD ST EXT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name        | Job #   | Bill of Lading | Shipped Via    | Invoice # |
|--------------|--------------|---------------|-----------------|---------|----------------|----------------|-----------|
| 6/07/22      | 9/21/22      |               | EDGEWOOD ST EXT | 2022-02 |                | CORE & MAIN LP | R004302   |

| Product Code      | Description                                                     | Quantity   |         |     | Price     | UM | Extended Price |
|-------------------|-----------------------------------------------------------------|------------|---------|-----|-----------|----|----------------|
|                   |                                                                 | Ordered    | Shipped | B/O |           |    |                |
| 9612TW500B        | 12GA KRIS-TECH BLUE WIRE 500'<br>(TRACING WIRE)<br>BID SEQ# 400 | #0038 3500 | 3500    |     | .27000    | FT | 945.00         |
| 96DBWIRE12BHDD500 | 12GA EHS HDD WIRE 500'-BLUE<br>1245B-EHS-500-XTRA HI STRENGTH   | #0038 500  | 500     |     | .30000    | FT | 150.00         |
| 96PW1230220B      | 12 PLYWRP 30"X220'LAYFLAT-BLUE<br>BID SEQ# 450                  | #0038 220  | 220     |     | .65000    | LF | 143.00         |
| 96020PT100        | 2 POLYTAPE 100'<br>BID SEQ# 460                                 | #0038 12   | 12      |     | 5.50000   | EA | 66.00          |
| 96PW2454220       | 24" POLYWRAP (54" X 220')<br>BID SEQ# 750                       | #0038 220  | 220     |     | .75000    | FT | 165.00         |
| 21T129M           | 12 MJ 90 C153 USA<br>WEIGHT = 108 LBS EACH<br>BID SEQ# 790      | #0035 1    | 1       |     | 615.00000 | EA | 615.00         |
| 21T124M           | 12 MJ 45 C153 USA<br>WEIGHT = 86 LBS EACH<br>BID SEQ# 810       | 4          | 4       |     | 500.00000 | EA | 2,000.00       |
| 21T121M           | 12 MJ 11-1/4 C153 USA<br>WEIGHT = 67 LBS EACH<br>BID SEQ# 830   | 2          | 2       |     | 420.00000 | EA | 840.00         |
| 21T12R06L         | 12X6 LEMJ RED C153 USA<br>WEIGHT = 58 LBS EACH<br>BID SEQ# 850  | 1          | 1       |     | 305.00000 | EA | 305.00         |
| 21T06S112T        | 6 MJ L/P SLV C153 USA<br>WEIGHT = 29 LBS EACH<br>BID SEQ# 870   | 1          | 1       |     | 180.00000 | EA | 180.00         |

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Page 1 of 4

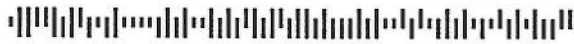


# INVOICE

Invoice # R004302  
Invoice Date 9/22/22  
Account # 096622  
Sales Rep CHRISTOPHER RICHTER  
Phone # 515-986-4000  
Branch # 223 Grimes, IA  
Total Amount Due \$65,749.94

1830 Craig Park Court  
St. Louis, MO 63146

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PO BOX 28330  
ST LOUIS, MO 63146



CON-STRUCT INC  
1710 E MAIN ST  
MARSHALLTOWN IA 50158-2262

Shipped to:  
N 5TH AVE & EDGEWOOD  
MATT 641-328-0029  
MARSHALLTOWN, IA

CUSTOMER JOB- 2022-02 EDGEWOOD ST EXT

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| Date Ordered | Date Shipped | Customer PO # | Job Name        | Job #   | Bill of Lading | Shipped Via    | Invoice # |
|--------------|--------------|---------------|-----------------|---------|----------------|----------------|-----------|
| 6/07/22      | 9/21/22      |               | EDGEWOOD ST EXT | 2022-02 |                | CORE & MAIN LP | R004302   |

| Product Code    | Description                                                            | Quantity |         |     | Price      | UM | Extended Price |
|-----------------|------------------------------------------------------------------------|----------|---------|-----|------------|----|----------------|
|                 |                                                                        | Ordered  | Shipped | B/O |            |    |                |
| 21T06T060M      | 6 MJ TEE C153 USA<br>WEIGHT = 56 LBS EACH<br>BID SEQ# 890              | 1        | 1       |     | 285.00000  | EA | 285.00         |
| 5112F6100       | 12 F6100 MJ RW GV OL ON<br>CLOW GATE VALVE<br>BID SEQ# 980             | 6        | 3       | 3   | 2585.00000 | EA | 7,755.00       |
| 59V664SD        | 664-S VLV BOX W/LID DOM<br>26T, 36B, WATER DROP IN LID<br>BID SEQ# 990 | 18       | 18      |     | 250.00000  | EA | 4,500.00       |
| 59VBAC          | VALVE BOX ADAPTOR II TYPE C<br>BID SEQ# 1010                           | 18       | 18      |     | 40.00000   | EA | 720.00         |
| 5108F6100       | 8 F6100 MJ RW GV OL ON<br>CLOW GATE VALVE<br>BID SEQ# 1050             | 2        | 2       |     | 1375.00000 | EA | 2,750.00       |
| 605FH60M6PMEDMT | CLOW MED 6'0"B MARSHALLTOWN<br>3W 6MJ 405063GR4MA0019                  | 10       | 5       | 5   | 3000.00000 | EA | 15,000.00      |
| 96TRACEBOX      | AA MFG TRACE WIRE BOX<br>BID SEQ# 1300                                 | 10       | 10      |     | 22.00000   | EA | 220.00         |
| 21I06AS18       | 6X18 MJ ANCH CPLG C153 IMP<br>BID SEQ# 1310                            | 10       | 10      |     | 200.00000  | EA | 2,000.00       |
| 5106F6100       | 6 F6100 MJ RW GV OL ON<br>CLOW GATE VALVE<br>BID SEQ# 1320             | 9        | 9       |     | 875.00000  | EA | 7,875.00       |
| 21T12T060S      | 12X6 MJ ANCH TEE C153 USA<br>BID SEQ# 1360                             | 8        | 8       |     | 625.00000  | EA | 5,000.00       |

CONTINUED...

Page 2 of 4





# INVOICE

Invoice # R004302  
 Invoice Date 9/22/22  
 Account # 096622  
 Sales Rep CHRISTOPHER RICHTER  
 Phone # 515-986-4000  
 Branch # 223 Grimes, IA  
 Total Amount Due \$65,749.94

1830 Craig Park Court  
 St. Louis, MO 63146

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146



CON-STRUCT INC  
 1710 E MAIN ST  
 MARSHALLTOWN IA 50158-2262

Shipped to:  
 N 5TH AVE & EDGEWOOD  
 MATT 641-328-0029  
 MARSHALLTOWN, IA

CUSTOMER JOB- 2022-02 EDGEWOOD ST EXT

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| Date Ordered | Date Shipped | Customer PO # | Job Name        | Job #   | Bill of Lading | Shipped Via    | Invoice # |
|--------------|--------------|---------------|-----------------|---------|----------------|----------------|-----------|
| 6/07/22      | 9/21/22      |               | EDGEWOOD ST EXT | 2022-02 |                | CORE & MAIN LP | R004302   |

| Product Code   | Description                                        | Quantity |         | Price      | UM  | Extended Price |
|----------------|----------------------------------------------------|----------|---------|------------|-----|----------------|
|                |                                                    | Ordered  | Shipped |            |     |                |
| 21I24T060S     | 24X6 MJ ANCH TEE C153 IMP<br>BID SEQ# 1470         | 1        | 1       | 2410.00000 | EA  | 2,410.00       |
| 21AMF8241124   | 24 EBAA MEGALUG MJ DI 1124 RST<br>F/DI PIPE, BLACK | 12       | 12      | 425.00000  | EA  | 5,100.00       |
| 21AMF8122012PV | 12 EBAA MEGALUG C900IPS 2012PV<br>RED              | 42       | 42      | 115.00000  | EA  | 4,830.00       |
| 21AMF8082008PV | 8 EBAA MEGALUG C900&IPS 2008PV<br>RED              | 4        | 4       |            |     | 240.00         |
| 21AMF8062006PV | 6 EBAA MEGALUG C900&IPS 2006PV<br>RED              | 5        | 5       | 40.00000   | EA  | 200.00         |
| 21AMF8061106   | 6 EBAA MEGALUG MJ DI 1106 RSTR<br>F/DI PIPE BLACK  | 1        | 1       | 30.00000   | EA  | 30.00          |
| 21AMGN24M      | 24 NITRILE MJ GASKET                               | 12       | 12      | 105.00000  | EA  | 1,260.00       |
| 21AMG112       | 12 MJ REGULAR GASKET F/DI                          | 42       | 42      |            |     |                |
| 21AMG108       | 8 MJ REGULAR GASKET F/DI                           | 4        | 4       |            | N/C | EA             |
| 21AMG106       | 6 MJ REGULAR GASKET F/DI                           | 34       | 34      |            | N/C | EA             |
| 21AMB10740CTB  | 3/4X4 T-HEAD B&N COR BLUE                          | 684      | 684     |            | N/C | EA             |
| 21AMB10750CTB  | 3/4X5 T-HEAD B&N COR BLUE                          | 192      | 192     |            | N/C | EA             |
| 29APLG         | LUBE 1 GAL F/WTR/SWR PIPE                          | 8        | 8       | 18.50000   | EA  | 148.00         |
| 29APLAP        | PIPE LUBE-APPLICATOR                               | 6        | 6       | 2.99000    | EA  | 17.94          |
| FAOC           | FAOC                                               | 1        | 1       | .01000     | EA  | .00            |

Already paid for 7 of these with previous invoice. There are a total of 14 needed for the project. Only reimbursing for 7 of these 12 Megalugs, \$2,975.00

Total stockpiled for bid item 45, Water Main Offset, 24 Inch = \$6,645



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Sales Rep CHRISTOPHER RICHTER  
Phone # 515-986-4000  
Branch # 223 Grimes, IA  
Total Amount Due \$65,749.94

1830 Craig Park Court  
St. Louis, MO 63146

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CON-STRUCT INC  
1710 E MAIN ST  
MARSHALLTOWN IA 50158-2262

Shipped to:  
N 5TH AVE & EDGEWOOD  
MATT 641-328-0029  
MARSHALLTOWN, IA

CUSTOMER JOB- 2022-02 EDGEWOOD ST EXT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name        | Job #   | Bill of Lading | Shipped Via    | Invoice # |
|--------------|--------------|---------------|-----------------|---------|----------------|----------------|-----------|
| 6/07/22      | 9/21/22      |               | EDGEWOOD ST EXT | 2022-02 |                | CORE & MAIN LP | R004302   |

| Product Code | Description | Quantity |         |     | Price | UM | Extended Price |
|--------------|-------------|----------|---------|-----|-------|----|----------------|
|              |             | Ordered  | Shipped | B/O |       |    |                |

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ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

|         |          |          |         |       |                |             |
|---------|----------|----------|---------|-------|----------------|-------------|
| Freight | Delivery | Handling | Restock | Misc. | Subtotal:      | 65,749.94   |
|         |          |          |         |       | Other:         | 0.00        |
|         |          |          |         |       | Tax:           | 0.00        |
|         |          |          |         |       | Invoice Total: | \$65,749.94 |

Terms: NET 30  
Ordered By: MATT

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# INVOICE

Invoice # R340310  
Invoice Date 8/05/22  
Account # 096622  
Sales Rep CHRISTOPHER RICHTER  
Phone # 515-986-4000  
Branch # 223 Grimes, IA  
Total Amount Due \$7,342.89

1830 Craig Park Court  
St. Louis, MO 63146

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

907 1 MB 0.485 E0280X I0415 D9498664884 S2 P9187736 0001:0002



CON-STRUCT INC  
1710 E MAIN ST  
MARSHALLTOWN IA 50158-2262

Shipped to:  
1710 E. MAIN ST  
MATT 641-328-0029  
MARSHALLTOWN, IA

CUSTOMER JOB- 2022-02 EDGEWOOD ST EXT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name        | Job #   | Bill of Lading | Shipped Via | Invoice # |
|--------------|--------------|---------------|-----------------|---------|----------------|-------------|-----------|
| 8/03/22      | 8/04/22      |               | EDGEWOOD ST EXT | 2022-02 |                | CCFS        | R340310   |

| Product Code | Description                                 | Quantity |         | B/O | Price      | UM | Extended Price |
|--------------|---------------------------------------------|----------|---------|-----|------------|----|----------------|
|              |                                             | Ordered  | Shipped |     |            |    |                |
| 5624BVMG     | 24 MJ BUTTERFLY VLV W/GEAR<br>BID SEQ# 1130 | 1        | 1       |     | 7250.00000 | EA | 7,250.00       |

Item 0039

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Freight \$92.89  
Delivery  
Handling  
Restock  
Misc.  
Terms: NET 30  
Ordered By:

Total stockpiled for bid item 39 -  
Valve, Butterfly, 24 Inch, Furnish Only = \$7,342.89

Subtotal: 7,250.00  
Other: 92.89  
Tax: 0.00  
Invoice Total: \$7,342.89

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.  
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# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # R244348  
Invoice Date 7/22/22  
Account # 096622  
Sales Rep CHRISTOPHER RICHTER  
Phone # 515-986-4000  
Branch # 223 Grimes, IA  
Total Amount Due \$46,058.85

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

303 1 MB 0.485 E0289 I0435 D9409870390 S2 P9155418 0002:0004



CON-STRUCT INC  
1710 E MAIN ST  
MARSHALLTOWN IA 50158-2262

Shipped to:  
N 5TH AVE & EDGEWOOD  
MATT 641-328-0029  
MARSHALLTOWN, IA

CUSTOMER JOB- 2022-02 EDGEWOOD ST EXT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name        | Job #   | Bill of Lading | Shipped Via    | Invoice # |
|--------------|--------------|---------------|-----------------|---------|----------------|----------------|-----------|
| 7/19/22      | 7/19/22      |               | EDGEWOOD ST EXT | 2022-02 |                | CORE & MAIN LP | R244348   |

| Product Code     | Description                                                                | Quantity |         | B/O | Price      | UM  | Extended Price |
|------------------|----------------------------------------------------------------------------|----------|---------|-----|------------|-----|----------------|
|                  |                                                                            | Ordered  | Shipped |     |            |     |                |
| 011252T          | 12 TJ CL52 DI PIPE #8001                                                   | 180      | 180     |     | 62.25000   | FT  | 11,205.00      |
| 19ATGNI12        | 12 NITRILE TYTON GASKET #8001                                              | 9        | 9       |     | 44.00000   | EA  | 396.00         |
| 54665132212MJ200 | 665-132012MJ-200 12X12 SS TAP<br>SLV 304SS MJ OUTLET #42<br>13.16-13.56 OD | 1        | 1       |     | 1850.00000 | EA  | 1,850.00       |
| 5112F6100        | 12 F6100 MJ RW GV OL ON #37<br>CLOW GATE VALVE                             | 2        | 2       |     | 2585.00000 | EA  | 5,170.00       |
| 21T129M          | 12 MJ 90 C153 USA #36                                                      | 2        | 2       |     | 615.00000  | EA  | 1,230.00       |
| 21T12T060S       | 12X6 MJ ANCH TEE C153 USA #36                                              | 1        | 1       |     | 625.00000  | EA  | 625.00         |
| 5106F6100        | 6 F6100 MJ RW GV OL ON #43<br>CLOW GATE VALVE                              | 1        | 1       |     | 875.00000  | EA  | 875.00         |
| 21T24S115T       | 24 MJ L/P SLV C153 USA #45                                                 | 2        | 2       |     | 2050.00000 | EA  | 4,100.00       |
| 21T244M          | 24 MJ 45 C153 USA #45                                                      | 4        | 4       |     | 2325.00000 | EA  | 9,300.00       |
| 21AMF8241124     | 24 EBAA MEGALUG MJ DI 1124 RST #45<br>F/DI PIPE, BLACK                     | 12       | 7       | 5   | 425.00000  | EA  | 2,975.00       |
| 21AMGN24M        | 24 NITRILE MJ GASKET #45                                                   | 12       | 12      |     |            |     |                |
| 020814CLRJIB     | 8 C900 DR14 CERTALOK PIPE IB                                               | 80       | 80      |     | 32.50000   | FT  | 2,600.00       |
| 29080SP          | 8" CERTALOK SPLINE                                                         | 4        | 4       |     |            | N/C | EA             |
| 21H08S112T       | 8 MJ L/P SLV C153 IMP                                                      | 2        | 2       |     | 220.00000  | EA  | 440.00         |
| 21T084M          | 8 MJ 45 C153 USA                                                           | 1        | 1       |     | 220.00000  | EA  | 220.00         |
| 21AMGN12M        | 12 NITRILE MJ GASKET #8001                                                 | 11       | 11      |     | 41.00000   | EA  | 451.00         |

Total stockpiled for bid item 45,  
Water Main Offset, 24 Inch = \$16,375



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # R244348  
Invoice Date 7/22/22  
Account # 096622  
Sales Rep CHRISTOPHER RICHTER  
Phone # 515-986-4000  
Branch # 223 Grimes, IA  
Total Amount Due \$46,058.85

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146



CON-STRUCT INC  
1710 E MAIN ST  
MARSHALLTOWN IA 50158-2262

Shipped to:  
N 5TH AVE & EDGEWOOD  
MATT 641-328-0029  
MARSHALLTOWN, IA

CUSTOMER JOB- 2022-02 EDGEWOOD ST EXT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name        | Job #   | Bill of Lading | Shipped Via    | Invoice # |
|--------------|--------------|---------------|-----------------|---------|----------------|----------------|-----------|
| 7/19/22      | 7/19/22      |               | EDGEWOOD ST EXT | 2022-02 |                | CORE & MAIN LP | R244348   |

| Product Code   | Description                                                   | Quantity |         | B/O | Price      | UM | Extended Price |
|----------------|---------------------------------------------------------------|----------|---------|-----|------------|----|----------------|
|                |                                                               | Ordered  | Shipped |     |            |    |                |
| 21AMF8121112   | 12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE , BLACK              | 10       | 10      |     | 115.00000  | EA | 1,150.00       |
| 21AMG108       | 8 MJ REGULAR GASKET F/DI                                      | 8        | 8       |     | N/C        | EA |                |
| 21AMF8082008PV | 8 EBAA MEGALUG C900&IPS 2008PV RED                            | 8        | 8       |     | 60.00000   | EA | 480.00         |
| 21AMG106       | 6 MJ REGULAR GASKET F/DI                                      | 3        | 3       |     | N/C        | EA |                |
| 21AMB10750CTB  | 3/4X5 T-HEAD B&N COR BLUE                                     | 192      | 192     |     | N/C        | EA |                |
| 21AMB10740CTB  | 3/4X4 T-HEAD B&N COR BLUE                                     | 188      | 188     |     | N/C        | EA |                |
| 21I12CT        | 12 MJ CAP C153 IMP                                            | 1        | 1       |     | 291.30000  | EA | 291.30         |
| 5108F6100      | 8 F6100 MJ RW CV OL ON CLOW GATE VALVE                        | 1        | 1       |     | 1375.00000 | EA | 1,375.00       |
| 70317090515    | 317-090515-000 8X2CC SADDLE EPOXY W/304SS STRAPS 7.69-9.05 OD | 2        | 2       |     | 95.00000   | EA | 190.00         |
| 362074701B22   | 74701B-22 2 BALL CORP STOP NL CCXPJCTS NO LEAD 5133-181       | 2        | 2       |     | 375.00000  | EA | 750.00         |
| 39206133T      | 6133T 2 CT8 SS INSERT F/PE 4130763                            | 2        | 2       |     | 3.50000    | EA | 7.00           |
| 70317090509    | 317-090509-000 8X1CC SADDLE EPOXY W/304SS STRAPS 7.69-9.05 OD | 1        | 1       |     | 103.55000  | EA | 103.55         |
| 0920E250C1B    | 2X100' CTS PE TUBING 250 PSI PE 4710 NSF SDR-9 D2737 BLUE     | 100      | 100     |     | 2.75000    | FT | 275.00         |
| FAOC           | FAOC                                                          | 1        | 1       |     | .01000     | EA | .00            |





# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # R244348  
Invoice Date 7/22/22  
Account # 096622  
Sales Rep CHRISTOPHER RICHTER  
Phone # 515-986-4000  
Branch # 223 Grimes, IA  
Total Amount Due \$46,058.85

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146



CON-STRUCT INC  
1710 E MAIN ST  
MARSHALLTOWN IA 50158-2262

Shipped to:  
N 5TH AVE & EDGEWOOD  
MATT 641-328-0029  
MARSHALLTOWN, IA

CUSTOMER JOB- 2022-02 EDGEWOOD ST EXT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name        | Job #   | Bill of Lading | Shipped Via    | Invoice # |
|--------------|--------------|---------------|-----------------|---------|----------------|----------------|-----------|
| 7/19/22      | 7/19/22      |               | EDGEWOOD ST EXT | 2022-02 |                | CORE & MAIN LP | R244348   |

| Product Code | Description | Quantity |         | B/O | Price | UM | Extended Price |
|--------------|-------------|----------|---------|-----|-------|----|----------------|
|              |             | Ordered  | Shipped |     |       |    |                |

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Total = \$39,618.30

Freight      Delivery      Handling      Restock      Misc.

Subtotal: ~~46,058.85~~  
Other: 0.00  
Tax: 0.00  
Invoice Total: ~~\$46,058.85~~

Terms: NET 30  
Ordered By: MATT J

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# INVOICE

Invoice # R123499  
Invoice Date 7/15/22  
Account # 096622  
Sales Rep CHRISTOPHER RICHTER  
Phone # 515-986-4000  
Branch # 223 Grimes, IA  
Total Amount Due \$16,800.00

1830 Craig Park Court  
St. Louis, MO 63146

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

9 2 SP 0.730 E0009 I0068 D9381483986 S2 P9144536 0004:0007



CON-STRUCT INC  
1710 E MAIN ST  
MARSHALLTOWN IA 50158-2262

Shipped to:  
N 5TH AVE & EDGEWOOD  
MATT 641-328-0029  
MARSHALLTOWN, IA

CUSTOMER JOB- 2022-02 EDGEWOOD ST EXT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

| Date Ordered | Date Shipped | Customer PO # | Job Name        | Job #   | Bill of Lading | Shipped Via | Invoice # |
|--------------|--------------|---------------|-----------------|---------|----------------|-------------|-----------|
| 6/27/22      | 7/08/22      |               | EDGEWOOD ST EXT | 2022-02 |                | DIRECT      | R123499   |

| Product Code             | Description                 | Quantity |         | B/O | Price     | UM | Extended Price |
|--------------------------|-----------------------------|----------|---------|-----|-----------|----|----------------|
|                          |                             | Ordered  | Shipped |     |           |    |                |
| CORE & MAIN PO#- 0920913 |                             |          |         |     |           |    |                |
| 012452TR                 | 24 TR FLEX CL52 DI PIPE #35 | 80       | 80      |     | 210.00000 | FT | 16,800.00      |

Total stockpiled for bid item 35,  
Watermain, Trenched, Ductile Iron, 24 Inch = \$16,800

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|         |          |          |         |       |                |             |
|---------|----------|----------|---------|-------|----------------|-------------|
| Freight | Delivery | Handling | Restock | Misc. | Subtotal:      | 16,800.00   |
|         |          |          |         |       | Other:         | 0.00        |
|         |          |          |         |       | Tax:           | 0.00        |
|         |          |          |         |       | Invoice Total: | \$16,800.00 |

Terms: NET 30  
Ordered By: MATT

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**RESOLUTION APPROVING THE FY22 ANNUAL URBAN RENEWAL  
REPORT FOR THE CITY OF MARSHALLTOWN**

**WHEREAS**, the City's Finance Staff have completed the FY2022 Annual Urban Renewal Report; and

**WHEREAS**, the Council must approve the report; and

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

**THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:** to approve the FY2022 Annual Urban Renewal Report.

Passed this 14<sup>th</sup> day of November 2022, and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Diana Steiner, Finance Director  
**DATE:** 11/10/2022  
**RE:** FY2022 Annual Urban Renewal Report

**Policy Issue:** N/A

|                                                                      |                                                                                                    |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Goal 1: Expand and improve development      | <input checked="" type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life                    |

**Specific Objective/Action:** Maintain a financially healthy organization

**Recommendation:** Staff recommends approving the FY2022 Annual Urban Renewal Report (AURR). This report is due to the Iowa Department of Management by December 1, 2022.

**Budget Impact:** N/A

**Description/Background:** The Finance Department has prepared the Fiscal Year 2022 AURR for your review. This report reflects the activity for the fiscal year that ended June 30, 2022. On page 1, you will notice the cash balance at the beginning of the year for all areas was \$330,998, which includes \$27,806 of funds restricted for low-to-moderate income (LMI) purposes and the ending cash was \$469,296, which does not include any LMI since the City decertified the URA5 district. There was originally a development agreement with Red Earth Real Estate Holdings (the "Developer") to construct townhomes, but it was not completed, so the City returned the TIF certified funds received back to the County. I have attached an Excel spreadsheet that recaps the cash balances, revenues, and expenses for each Urban Renewal Area for the fiscal year. Page 1 of the report also shows the TIF Debt Outstanding., which I have recapped for you below. The pages following after that are divided by Urban Renewal Areas (shown as different colors on the top of the pages). For each URA, it shows the amount collected for TIF revenue and interest income, payments made for the bonds, developer agreements, and other expenses. Other than the Development Agreement with Glenwood Marshalltown shown as an outstanding debt, there was no other activity reported for URA6.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



|                                   |                  |
|-----------------------------------|------------------|
| <b>URA2 (East Side)</b>           |                  |
| Menards Dev Agreement             | 933,572          |
| Marshalltown Company Demo         | 39,243           |
| Bond payments                     | 152,640          |
| Dorsey & Whitney legal fees       | 1,500            |
| <b>URA3 (South Side - Retail)</b> |                  |
| Holiday Inn Dev Agreement         | 757,463          |
| Bobcat Academy Dev Agreement      | 69,799           |
| McFarland Dev Agreement           | 2,400,000        |
| Chamber (2 years @ \$50K)         | 100,000          |
| Bond payments                     | 161,931          |
| <b>URA4 (Uptown)</b>              |                  |
| Ragalado Grocery Dev Agreement    | 850,000          |
| Marshalltown Lofts Dev Agreement  | 575,000          |
| Goodman Restaurant Dev Agreement  | 175,000          |
| Façade/code incentive grants      | 183,951          |
| Bond payments                     | 1,236,943        |
| <b>URA6</b>                       |                  |
| Glenwood Marshalltown Dev Agree.  | 1,410,000        |
| <b>Less ending cash</b>           | (469,296)        |
| <b>TOTAL TIF DEBT OUTSTANDING</b> | <b>8,577,746</b> |

**CITY COUNCIL**

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker





# Annual Urban Renewal Report, Fiscal Year 2021 - 2022

## Levy Authority Summary

Local Government Name: MARSHALLTOWN  
Local Government Number: 64G611

| Active Urban Renewal Areas               | U.R.<br># | # of Tif<br>Taxing<br>Districts |
|------------------------------------------|-----------|---------------------------------|
| MARSHALLTOWN RETAIL CENTER URBAN RENEWAL | 64008     | 3                               |
| MARSHALLTOWN ESIDE URBAN RENEWAL         | 64009     | 2                               |
| MARSHALLTOWN UPTOWN URBAN RENEWAL        | 64011     | 1                               |
| MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5   | 64166     | 1                               |
| MARSHALLTOWN URBAN RENEWAL UR 6          | 64901     | 0                               |

**TIF Debt Outstanding: 9,781,023**

|                                                             |                |               |                                                                 |
|-------------------------------------------------------------|----------------|---------------|-----------------------------------------------------------------|
| <b>TIF Sp. Rev. Fund Cash Balance<br/>as of 07-01-2021:</b> | <b>330,998</b> | <b>27,806</b> | <b>Amount of 07-01-2021 Cash Balance<br/>Restricted for LMI</b> |
|-------------------------------------------------------------|----------------|---------------|-----------------------------------------------------------------|

|                                 |                |  |
|---------------------------------|----------------|--|
| TIF Revenue:                    | 922,123        |  |
| TIF Sp. Revenue Fund Interest:  | 7,900          |  |
| Property Tax Replacement Claims | 0              |  |
| Asset Sales & Loan Repayments:  | 6,310          |  |
| <b>Total Revenue:</b>           | <b>936,333</b> |  |

|                               |                |  |
|-------------------------------|----------------|--|
| Rebate Expenditures:          | 203,489        |  |
| Non-Rebate Expenditures:      | 530,492        |  |
| Returned to County Treasurer: | 64,054         |  |
| <b>Total Expenditures:</b>    | <b>798,035</b> |  |

|                                                             |                |          |                                                                 |
|-------------------------------------------------------------|----------------|----------|-----------------------------------------------------------------|
| <b>TIF Sp. Rev. Fund Cash Balance<br/>as of 06-30-2022:</b> | <b>469,296</b> | <b>0</b> | <b>Amount of 06-30-2022 Cash Balance<br/>Restricted for LMI</b> |
|-------------------------------------------------------------|----------------|----------|-----------------------------------------------------------------|

**Year-End Outstanding TIF  
Obligations, Net of TIF Special  
Revenue Fund Balance: 8,577,746**

### Urban Renewal Area Data Collection

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

UR Area Creation Date: 02/1996

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

UR Area Purpose:

### Tax Districts within this Urban Renewal Area

|                                                                          | Base No. | Increment No. | Increment Value Used |
|--------------------------------------------------------------------------|----------|---------------|----------------------|
| MARSHALLTOWN CITY AG/EAST MARSHALL SCH/MTOWN FIRE/RETAIL UR 2 TIF INCREM | 640260   | 640261        | 0                    |
| MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/MTOWN FIRE/RETAIL UR TIF INCREM    | 640264   | 640265        | 0                    |
| MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/RETAIL UR TIF INCREM       | 640272   | 640273        | 6,523,081            |

### Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

|                   | Agricultural | Residential | Commercial  | Industrial | Other | Military | Total       | Gas/Electric Utility | Total       |
|-------------------|--------------|-------------|-------------|------------|-------|----------|-------------|----------------------|-------------|
| Assessed          | 404,010      | 10,545,782  | 111,757,129 | 184,105    | 0     | -18,520  | 125,963,737 | 0                    | 125,963,737 |
| Taxable           | 339,490      | 5,948,816   | 100,581,416 | 165,695    | 0     | -18,520  | 109,103,478 | 0                    | 109,103,478 |
| Homestead Credits |              |             |             |            |       |          |             |                      | 0           |

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:**

822

0

**Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 250,895

TIF Sp. Revenue Fund Interest: 955

Property Tax Replacement Claims 0

Asset Sales & Loan Repayments: 0

**Total Revenue: 251,850**

Rebate Expenditures: 113,250

Non-Rebate Expenditures: 97,371

Returned to County Treasurer: 0

**Total Expenditures: 210,621**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:**

42,051

0

**Amount of 06-30-2022 Cash Balance Restricted for LMI**

## Projects For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

### Olive Street

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

### Marshalltown Chamber of Commerce

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

### Plumb Supply

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

### Bobcat Academy

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

### Marshallgaam (Availa Bank)

|                      |                                            |
|----------------------|--------------------------------------------|
| Description:         | Rebate of Taxes - Holiday Inn Express      |
| Classification:      | Commercial - hotels and conference centers |
| Physically Complete: | Yes                                        |
| Payments Complete:   | No                                         |

### McFarland Medical Clinic

|                      |                                    |
|----------------------|------------------------------------|
| Description:         | Rebate of Taxes - McFarland Clinic |
| Classification:      | Commercial-Medical                 |
| Physically Complete: | No                                 |
| Payments Complete:   | No                                 |

### Legal bills

|                      |                         |
|----------------------|-------------------------|
| Description:         | URA3 Southside          |
| Classification:      | Administrative expenses |
| Physically Complete: | Yes                     |
| Payments Complete:   | Yes                     |

## Debts/Obligations For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

### 2012A Esstnl Corp Purpose

|                        |                             |
|------------------------|-----------------------------|
| Debt/Obligation Type:  | Gen. Obligation Bonds/Notes |
| Principal:             | 124,000                     |
| Interest:              | 6,690                       |
| Total:                 | 130,690                     |
| Annual Appropriation?: | No                          |
| Date Incurred:         | 04/12/2012                  |
| FY of Last Payment:    | 2025                        |

### Marshalltown Area Chamber of Commerce

|                        |                |
|------------------------|----------------|
| Debt/Obligation Type:  | Internal Loans |
| Principal:             | 150,000        |
| Interest:              | 0              |
| Total:                 | 150,000        |
| Annual Appropriation?: | Yes            |
| Date Incurred:         | 11/25/2019     |
| FY of Last Payment:    | 2024           |

### Plumb Supply

|                        |            |
|------------------------|------------|
| Debt/Obligation Type:  | Rebates    |
| Principal:             | 6,683      |
| Interest:              | 0          |
| Total:                 | 6,683      |
| Annual Appropriation?: | No         |
| Date Incurred:         | 06/24/2013 |
| FY of Last Payment:    | 2022       |

### Bobcat Academy

|                        |            |
|------------------------|------------|
| Debt/Obligation Type:  | Rebates    |
| Principal:             | 82,872     |
| Interest:              | 0          |
| Total:                 | 82,872     |
| Annual Appropriation?: | No         |
| Date Incurred:         | 09/14/2015 |
| FY of Last Payment:    | 2024       |

### Marshallgaam(Holiday Inn Express)

|                        |            |
|------------------------|------------|
| Debt/Obligation Type:  | Rebates    |
| Principal:             | 850,955    |
| Interest:              | 0          |
| Total:                 | 850,955    |
| Annual Appropriation?: | No         |
| Date Incurred:         | 10/24/2016 |
| FY of Last Payment:    | 2033       |

### 2020A GO refunding 2012A partial

|                       |                             |
|-----------------------|-----------------------------|
| Debt/Obligation Type: | Gen. Obligation Bonds/Notes |
| Principal:            | 63,040                      |

|                        |            |
|------------------------|------------|
| Interest:              | 3,462      |
| Total:                 | 66,502     |
| Annual Appropriation?: | No         |
| Date Incurred:         | 09/28/2020 |
| FY of Last Payment:    | 2027       |

### **McFarland Clinic**

|                        |            |
|------------------------|------------|
| Debt/Obligation Type:  | Rebates    |
| Principal:             | 2,400,000  |
| Interest:              | 0          |
| Total:                 | 2,400,000  |
| Annual Appropriation?: | Yes        |
| Date Incurred:         | 12/28/2020 |
| FY of Last Payment:    | 2032       |

### **Legal bills**

|                        |                |
|------------------------|----------------|
| Debt/Obligation Type:  | Internal Loans |
| Principal:             | 11,500         |
| Interest:              | 0              |
| Total:                 | 11,500         |
| Annual Appropriation?: | Yes            |
| Date Incurred:         | 11/22/2021     |
| FY of Last Payment:    | 2022           |

### **2012A refunding interest costs**

|                        |                             |
|------------------------|-----------------------------|
| Debt/Obligation Type:  | Gen. Obligation Bonds/Notes |
| Principal:             | 0                           |
| Interest:              | 611                         |
| Total:                 | 611                         |
| Annual Appropriation?: | No                          |
| Date Incurred:         | 11/23/2021                  |
| FY of Last Payment:    | 2022                        |

## Non-Rebates For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

|                         |                                       |
|-------------------------|---------------------------------------|
| TIF Expenditure Amount: | 34,630                                |
| Tied To Debt:           | 2012A Esstnl Corp Purpose             |
| Tied To Project:        | Olive Street                          |
| TIF Expenditure Amount: | 50,000                                |
| Tied To Debt:           | Marshalltown Area Chamber of Commerce |
| Tied To Project:        | Marshalltown Chamber of Commerce      |
| TIF Expenditure Amount: | 630                                   |
| Tied To Debt:           | 2020A GO refunding 2012A partial      |
| Tied To Project:        | Olive Street                          |
| TIF Expenditure Amount: | 1,500                                 |
| Tied To Debt:           | Marshalltown Area Chamber of Commerce |
| Tied To Project:        | Marshalltown Chamber of Commerce      |
| TIF Expenditure Amount: | 10,000                                |
| Tied To Debt:           | McFarland Clinic                      |
| Tied To Project:        | McFarland Medical Clinic              |
| TIF Expenditure Amount: | 611                                   |
| Tied To Debt:           | 2012A Esstnl Corp Purpose             |
| Tied To Project:        | Olive Street                          |

## Rebates For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL

### 207 Iowa Ave E

|                               |              |
|-------------------------------|--------------|
| TIF Expenditure Amount:       | 6,683        |
| Rebate Paid To:               | Plumb Supply |
| Tied To Debt:                 | Plumb Supply |
| Tied To Project:              | Plumb Supply |
| Projected Final FY of Rebate: | 2022         |

### 1910 S Center Street

|                               |                |
|-------------------------------|----------------|
| TIF Expenditure Amount:       | 13,074         |
| Rebate Paid To:               | Teamwork-1     |
| Tied To Debt:                 | Bobcat Academy |
| Tied To Project:              | Bobcat Academy |
| Projected Final FY of Rebate: | 2024           |

### 3401 S 2nd Street

|                               |                                   |
|-------------------------------|-----------------------------------|
| TIF Expenditure Amount:       | 93,493                            |
| Rebate Paid To:               | Marshallgaam                      |
| Tied To Debt:                 | Marshallgaam(Holiday Inn Express) |
| Tied To Project:              | Marshallgaam (Availa Bank)        |
| Projected Final FY of Rebate: | 2030                              |

### 421 E. Merle Hibbs Blvd

|                               |                          |
|-------------------------------|--------------------------|
| TIF Expenditure Amount:       | 0                        |
| Rebate Paid To:               | McFarland Clinic         |
| Tied To Debt:                 | McFarland Clinic         |
| Tied To Project:              | McFarland Medical Clinic |
| Projected Final FY of Rebate: | 2035                     |



## **Jobs For MARSHALLTOWN RETAIL CENTER URBAN RENEWAL**

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

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

**TIF Taxing District Data Collection**

|                                  |                                                               |
|----------------------------------|---------------------------------------------------------------|
| Local Government Name:           | MARSHALLTOWN (64G611)                                         |
| Urban Renewal Area:              | MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)              |
| TIF Taxing District Name:        | MARSHALLTOWN CITY AG/EAST MARSHALL SCH/MTOWN FIRE/RETAIL UR 2 |
| TIF INCREM                       |                                                               |
| TIF Taxing District Inc. Number: | 640261                                                        |
| TIF Taxing District Base Year:   | 2006                                                          |
| FY TIF Revenue First Received:   |                                                               |
| Subject to a Statutory end date? | No                                                            |

| UR Designation       |    |
|----------------------|----|
| Slum                 | No |
| Blighted             | No |
| Economic Development | No |

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

|                   | Agricultural | Residential | Commercial | Industrial | Other | Military | Total  | Gas/Electric Utility | Total  |
|-------------------|--------------|-------------|------------|------------|-------|----------|--------|----------------------|--------|
| Assessed          | 47,840       | 0           | 0          | 0          | 0     | 0        | 47,840 | 0                    | 47,840 |
| Taxable           | 40,200       | 0           | 0          | 0          | 0     | 0        | 40,200 | 0                    | 40,200 |
| Homestead Credits |              |             |            |            |       |          |        |                      | 0      |

|                  | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2022 | 1,765,000         | 0                   | 0              | 0                  | 0                          |

FY 2022 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

|                                  |                                                            |
|----------------------------------|------------------------------------------------------------|
| Local Government Name:           | MARSHALLTOWN (64G611)                                      |
| Urban Renewal Area:              | MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)           |
| TIF Taxing District Name:        | MARSHALLTOWN CITY AG/MARSHALLTOWN SCH/MTOWN FIRE/RETAIL UR |
| TIF INCREM                       |                                                            |
| TIF Taxing District Inc. Number: | 640265                                                     |
| TIF Taxing District Base Year:   | 1996                                                       |
| FY TIF Revenue First Received:   |                                                            |
| Subject to a Statutory end date? | No                                                         |

| UR Designation       |    |
|----------------------|----|
| Slum                 | No |
| Blighted             | No |
| Economic Development | No |

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

|                   | Agricultural | Residential | Commercial | Industrial | Other | Military | Total   | Gas/Electric Utility | Total   |
|-------------------|--------------|-------------|------------|------------|-------|----------|---------|----------------------|---------|
| Assessed          | 356,170      | 0           | 0          | 0          | 0     | 0        | 356,170 | 0                    | 356,170 |
| Taxable           | 299,290      | 0           | 0          | 0          | 0     | 0        | 299,290 | 0                    | 299,290 |
| Homestead Credits |              |             |            |            |       |          |         |                      | 0       |

|                  | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2022 | 30,128,600        | 0                   | 0              | 0                  | 0                          |

FY 2022 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

**TIF Taxing District Data Collection**

|                                  |                                                                    |
|----------------------------------|--------------------------------------------------------------------|
| Local Government Name:           | MARSHALLTOWN (64G611)                                              |
| Urban Renewal Area:              | MARSHALLTOWN RETAIL CENTER URBAN RENEWAL (64008)                   |
| TIF Taxing District Name:        | MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/RETAIL UR TIF INCREM |
| TIF Taxing District Inc. Number: | 640273                                                             |
| TIF Taxing District Base Year:   | 1996                                                               |
| FY TIF Revenue First Received:   |                                                                    |
| Subject to a Statutory end date? | No                                                                 |

| UR Designation       |    |
|----------------------|----|
| Slum                 | No |
| Blighted             | No |
| Economic Development | No |

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

|                   | Agricultural | Residential | Commercial  | Industrial | Other | Military | Total       | Gas/Electric Utility | Total       |
|-------------------|--------------|-------------|-------------|------------|-------|----------|-------------|----------------------|-------------|
| Assessed          | 0            | 10,545,782  | 111,757,129 | 184,105    | 0     | -18,520  | 125,559,727 | 0                    | 125,559,727 |
| Taxable           | 0            | 5,948,816   | 100,581,416 | 165,695    | 0     | -18,520  | 108,763,988 | 0                    | 108,763,988 |
| Homestead Credits |              |             |             |            |       |          |             |                      | 0           |

|                  | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2022 | 4,512,539,900     | 0                   | 6,523,081      | -6,523,081         | -242,812                   |

FY 2022 TIF Revenue Received: 250,895

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**Urban Renewal Area Data Collection**

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

UR Area Creation Date: 05/1993

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

| Tax Districts within this Urban Renewal Area                            | Base No. | Increment No. | Increment Value Used |
|-------------------------------------------------------------------------|----------|---------------|----------------------|
| MARSHALLTOWN CITY AG/MARSHALLTOWN SCHOOL/MTOWN FIRE/ESIDE UR TIF INCREM | 640262   | 640263        | 0                    |
| MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/ESIDE UR TIF INCREM       | 640266   | 640267        | 4,919,465            |

**Urban Renewal Area Value by Class - 1/1/2020 for FY 2022**

|                   | Agricultural | Residential | Commercial | Industrial | Other | Military | Total       | Gas/Electric Utility | Total       |
|-------------------|--------------|-------------|------------|------------|-------|----------|-------------|----------------------|-------------|
| Assessed          | 940,980      | 27,518,590  | 33,526,871 | 49,907,354 | 0     | -62,968  | 111,973,486 | 0                    | 111,973,486 |
| Taxable           | 790,709      | 15,523,062  | 30,174,184 | 44,916,619 | 0     | -62,968  | 91,437,902  | 0                    | 91,437,902  |
| Homestead Credits |              |             |            |            |       |          |             |                      | 0           |

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:** 124 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 176,811  
 TIF Sp. Revenue Fund Interest: 794  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 177,605**

Rebate Expenditures: 90,239  
 Non-Rebate Expenditures: 89,653  
 Returned to County Treasurer: 0  
**Total Expenditures: 179,892**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:** -2,163 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

## Projects For MARSHALLTOWN ESIDE URBAN RENEWAL

### Menards Manufacturing

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

### SE South Street Ext

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

### Marshalltown Company Demo

|                      |                                        |
|----------------------|----------------------------------------|
| Description:         | Demolition of building 811 E. Main St. |
| Classification:      | Industrial/manufacturing property      |
| Physically Complete: | Yes                                    |
| Payments Complete:   | Yes                                    |

### Administrative

|                      |                                                    |
|----------------------|----------------------------------------------------|
| Description:         | Legal fees and unused internal loan returned to GF |
| Classification:      | Administrative expenses                            |
| Physically Complete: | Yes                                                |
| Payments Complete:   | Yes                                                |

## Debts/Obligations For MARSHALLTOWN ESIDE URBAN RENEWAL

### Menards

|                        |            |
|------------------------|------------|
| Debt/Obligation Type:  | Rebates    |
| Principal:             | 1,023,811  |
| Interest:              | 0          |
| Total:                 | 1,023,811  |
| Annual Appropriation?: | No         |
| Date Incurred:         | 01/26/2015 |
| FY of Last Payment:    | 2034       |

### 2015 A Bond Issue

|                        |                             |
|------------------------|-----------------------------|
| Debt/Obligation Type:  | Gen. Obligation Bonds/Notes |
| Principal:             | 231,575                     |
| Interest:              | 10,718                      |
| Total:                 | 242,293                     |
| Annual Appropriation?: | No                          |
| Date Incurred:         | 11/24/2015                  |
| FY of Last Payment:    | 2024                        |

### Marshalltown Company Demo

|                        |                |
|------------------------|----------------|
| Debt/Obligation Type:  | Internal Loans |
| Principal:             | 39,243         |
| Interest:              | 0              |
| Total:                 | 39,243         |
| Annual Appropriation?: | Yes            |
| Date Incurred:         | 02/22/2021     |
| FY of Last Payment:    | 2021           |

### Administrative

|                        |                |
|------------------------|----------------|
| Debt/Obligation Type:  | Internal Loans |
| Principal:             | 1,500          |
| Interest:              | 0              |
| Total:                 | 1,500          |
| Annual Appropriation?: | Yes            |
| Date Incurred:         | 11/23/2020     |
| FY of Last Payment:    | 2021           |

## Non-Rebates For MARSHALLTOWN ESIDE URBAN RENEWAL

|                         |                           |
|-------------------------|---------------------------|
| TIF Expenditure Amount: | 89,653                    |
| Tied To Debt:           | 2015 A Bond Issue         |
| Tied To Project:        | SE South Street Ext       |
| TIF Expenditure Amount: | 0                         |
| Tied To Debt:           | Marshalltown Company Demo |
| Tied To Project:        | Marshalltown Company Demo |
| TIF Expenditure Amount: | 0                         |
| Tied To Debt:           | Administrative            |
| Tied To Project:        | Administrative            |



## Rebates For MARSHALLTOWN ESIDE URBAN RENEWAL

### 2001 S. 18th Ave.

|                               |                       |
|-------------------------------|-----------------------|
| TIF Expenditure Amount:       | 90,239                |
| Rebate Paid To:               | Menards               |
| Tied To Debt:                 | Menards               |
| Tied To Project:              | Menards Manufacturing |
| Projected Final FY of Rebate: | 2034                  |

## **Jobs For MARSHALLTOWN ESIDE URBAN RENEWAL**

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

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**TIF Taxing District Data Collection**

|                                  |                                                           |
|----------------------------------|-----------------------------------------------------------|
| Local Government Name:           | MARSHALLTOWN (64G611)                                     |
| Urban Renewal Area:              | MARSHALLTOWN ESIDE URBAN RENEWAL (64009)                  |
| TIF Taxing District Name:        | MARSHALLTOWN CITY AG/MARSHALLTOWN SCHOOL/MTOWN FIRE/ESIDE |
| UR TIF INCREM                    |                                                           |
| TIF Taxing District Inc. Number: | 640263                                                    |
| TIF Taxing District Base Year:   | 1992                                                      |
| FY TIF Revenue First Received:   |                                                           |
| Subject to a Statutory end date? | No                                                        |

| UR Designation       |    |
|----------------------|----|
| Slum                 | No |
| Blighted             | No |
| Economic Development | No |

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

|                   | Agricultural | Residential | Commercial | Industrial | Other | Military | Total   | Gas/Electric Utility | Total   |
|-------------------|--------------|-------------|------------|------------|-------|----------|---------|----------------------|---------|
| Assessed          | 940,980      | 0           | 0          | 0          | 0     | 0        | 940,980 | 0                    | 940,980 |
| Taxable           | 790,709      | 0           | 0          | 0          | 0     | 0        | 790,709 | 0                    | 790,709 |
| Homestead Credits |              |             |            |            |       |          |         |                      | 0       |

|                  | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2022 | 136,395,000       | 0                   | 0              | 0                  | 0                          |

FY 2022 TIF Revenue Received: 0

**TIF Taxing District Data Collection**

|                                  |                                                            |
|----------------------------------|------------------------------------------------------------|
| Local Government Name:           | MARSHALLTOWN (64G611)                                      |
| Urban Renewal Area:              | MARSHALLTOWN ESIDE URBAN RENEWAL (64009)                   |
| TIF Taxing District Name:        | MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/ESIDE UR TIF |
| INCREM                           |                                                            |
| TIF Taxing District Inc. Number: | 640267                                                     |
| TIF Taxing District Base Year:   | 1992                                                       |
| FY TIF Revenue First Received:   |                                                            |
| Subject to a Statutory end date? | No                                                         |

| UR Designation       |    |
|----------------------|----|
| Slum                 | No |
| Blighted             | No |
| Economic Development | No |

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

|                   | Agricultural | Residential | Commercial | Industrial | Other | Military | Total       | Gas/Electric Utility | Total       |
|-------------------|--------------|-------------|------------|------------|-------|----------|-------------|----------------------|-------------|
| Assessed          | 0            | 27,518,590  | 33,526,871 | 49,907,354 | 0     | -62,968  | 111,032,506 | 0                    | 111,032,506 |
| Taxable           | 0            | 15,523,062  | 30,174,184 | 44,916,619 | 0     | -62,968  | 90,647,193  | 0                    | 90,647,193  |
| Homestead Credits |              |             |            |            |       |          |             |                      | 0           |

|                  | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2022 | 4,554,230,900     | 0                   | 4,919,465      | -4,919,465         | -183,120                   |

FY 2022 TIF Revenue Received: 176,811

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## Urban Renewal Area Data Collection

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

UR Area Creation Date: 06/1998

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

| Tax Districts within this Urban Renewal Area                       | Base No. | Increment No. | Increment Value Used |
|--------------------------------------------------------------------|----------|---------------|----------------------|
| MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/UPTOWN UR TIF INCREM | 640268   | 640269        | 13,350,939           |

## Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

|                   | Agricultural | Residential | Commercial | Industrial | Other | Military | Total      | Gas/Electric Utility | Total      |
|-------------------|--------------|-------------|------------|------------|-------|----------|------------|----------------------|------------|
| Assessed          | 0            | 20,510,650  | 44,262,270 | 14,380,645 | 0     | -40,744  | 83,476,216 | 0                    | 83,476,216 |
| Taxable           | 0            | 11,569,946  | 39,836,044 | 12,942,581 | 0     | -40,744  | 67,253,133 | 0                    | 67,253,133 |
| Homestead Credits |              |             |            |            |       |          |            |                      | 0          |

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:** 272,622 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 494,417  
 TIF Sp. Revenue Fund Interest: 5,837  
 Property Tax Replacement Claims 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 500,254**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 343,468  
 Returned to County Treasurer: 0  
**Total Expenditures: 343,468**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:** 429,408 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

## Projects For MARSHALLTOWN UPTOWN URBAN RENEWAL

### Madison Street

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

### Facade & Code Upgrade

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

### Central Business District

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

### Administrative

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

### Marshalltown Lofts

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

### Regalado - Grocery & Restaurant

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

### Goodman - Restaurant

|                      |                     |
|----------------------|---------------------|
| Description:         | Restaurant          |
| Classification:      | Commercial - retail |
| Physically Complete: | No                  |
| Payments Complete:   | No                  |

## Debts/Obligations For MARSHALLTOWN UPTOWN URBAN RENEWAL

### 2012A Bond Issue

|                        |                             |
|------------------------|-----------------------------|
| Debt/Obligation Type:  | Gen. Obligation Bonds/Notes |
| Principal:             | 651,000                     |
| Interest:              | 35,123                      |
| Total:                 | 686,123                     |
| Annual Appropriation?: | No                          |
| Date Incurred:         | 04/12/2012                  |
| FY of Last Payment:    | 2025                        |

### Central Bus District-Main Street

|                        |                |
|------------------------|----------------|
| Debt/Obligation Type:  | Internal Loans |
| Principal:             | 35,000         |
| Interest:              | 0              |
| Total:                 | 35,000         |
| Annual Appropriation?: | Yes            |
| Date Incurred:         | 10/28/2019     |
| FY of Last Payment:    | 2022           |

### Facade and Code Upgrade

|                        |                |
|------------------------|----------------|
| Debt/Obligation Type:  | Internal Loans |
| Principal:             | 223,853        |
| Interest:              | 0              |
| Total:                 | 223,853        |
| Annual Appropriation?: | Yes            |
| Date Incurred:         | 10/28/2019     |
| FY of Last Payment:    | 2020           |

### Flint Hills Holding-M'town Lofts

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

### Jose Angel Regalado

|                        |            |
|------------------------|------------|
| Debt/Obligation Type:  | Rebates    |
| Principal:             | 850,000    |
| Interest:              | 0          |
| Total:                 | 850,000    |
| Annual Appropriation?: | Yes        |
| Date Incurred:         | 10/14/2019 |
| FY of Last Payment:    | 2032       |

### Administration-legal fees

|                       |                |
|-----------------------|----------------|
| Debt/Obligation Type: | Internal Loans |
| Principal:            | 0              |
| Interest:             | 0              |

|                        |            |
|------------------------|------------|
| Total:                 | 0          |
| Annual Appropriation?: | Yes        |
| Date Incurred:         | 11/23/2020 |
| FY of Last Payment:    | 2021       |

### **2020A refunding 2012A**

|                        |                             |
|------------------------|-----------------------------|
| Debt/Obligation Type:  | Gen. Obligation Bonds/Notes |
| Principal:             | 330,960                     |
| Interest:              | 18,173                      |
| Total:                 | 349,133                     |
| Annual Appropriation?: | No                          |
| Date Incurred:         | 09/28/2020                  |
| FY of Last Payment:    | 2027                        |

### **2020A refunding 2011B**

|                        |                             |
|------------------------|-----------------------------|
| Debt/Obligation Type:  | Gen. Obligation Bonds/Notes |
| Principal:             | 447,000                     |
| Interest:              | 15,775                      |
| Total:                 | 462,775                     |
| Annual Appropriation?: | No                          |
| Date Incurred:         | 09/28/2020                  |
| FY of Last Payment:    | 2027                        |

### **Dani & Garrett Goodman**

|                        |            |
|------------------------|------------|
| Debt/Obligation Type:  | Rebates    |
| Principal:             | 175,000    |
| Interest:              | 0          |
| Total:                 | 175,000    |
| Annual Appropriation?: | Yes        |
| Date Incurred:         | 01/27/2020 |
| FY of Last Payment:    | 2035       |

### **2011B closing refunding costs interest**

|                        |                             |
|------------------------|-----------------------------|
| Debt/Obligation Type:  | Gen. Obligation Bonds/Notes |
| Principal:             | 0                           |
| Interest:              | 4,293                       |
| Total:                 | 4,293                       |
| Annual Appropriation?: | No                          |
| Date Incurred:         | 11/23/2021                  |
| FY of Last Payment:    | 2022                        |

### **2012A closing refunding costs interest**

|                        |                             |
|------------------------|-----------------------------|
| Debt/Obligation Type:  | Gen. Obligation Bonds/Notes |
| Principal:             | 0                           |
| Interest:              | 3,186                       |
| Total:                 | 3,186                       |
| Annual Appropriation?: | No                          |
| Date Incurred:         | 11/23/2021                  |
| FY of Last Payment:    | 2022                        |



## Non-Rebates For MARSHALLTOWN UPTOWN URBAN RENEWAL

|                         |                                  |
|-------------------------|----------------------------------|
| TIF Expenditure Amount: | 39,901                           |
| Tied To Debt:           | Facade and Code Upgrade          |
| Tied To Project:        | Facade & Code Upgrade            |
| TIF Expenditure Amount: | 35,000                           |
| Tied To Debt:           | Central Bus District-Main Street |
| Tied To Project:        | Central Business District        |
| TIF Expenditure Amount: | 181,808                          |
| Tied To Debt:           | 2012A Bond Issue                 |
| Tied To Project:        | Madison Street                   |
| TIF Expenditure Amount: | 3,186                            |
| Tied To Debt:           | 2012A Bond Issue                 |
| Tied To Project:        | Madison Street                   |
| TIF Expenditure Amount: | 0                                |
| Tied To Debt:           | Administration-legal fees        |
| Tied To Project:        | Administrative                   |
| TIF Expenditure Amount: | 3,310                            |
| Tied To Debt:           | 2020A refunding 2012A            |
| Tied To Project:        | Madison Street                   |
| TIF Expenditure Amount: | 75,970                           |
| Tied To Debt:           | 2020A refunding 2011B            |
| Tied To Project:        | Madison Street                   |
| TIF Expenditure Amount: | 4,293                            |
| Tied To Debt:           | 2020A refunding 2011B            |
| Tied To Project:        | Madison Street                   |

## Rebates For MARSHALLTOWN UPTOWN URBAN RENEWAL

### 31, 35 N Center & 7 1/2 East

|                               |                        |
|-------------------------------|------------------------|
| TIF Expenditure Amount:       | 0                      |
| Rebate Paid To:               | Dani & Garrett Goodman |
| Tied To Debt:                 | Dani & Garrett Goodman |
| Tied To Project:              | Goodman - Restaurant   |
| Projected Final FY of Rebate: | 2035                   |

### 107 N. Center

|                               |                                 |
|-------------------------------|---------------------------------|
| TIF Expenditure Amount:       | 0                               |
| Rebate Paid To:               | Jose Angel Regalado             |
| Tied To Debt:                 | Jose Angel Regalado             |
| Tied To Project:              | Regalado - Grocery & Restaurant |
| Projected Final FY of Rebate: | 2032                            |

# ▲ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

## TIF Taxing District Data Collection

|                                  |                                                         |
|----------------------------------|---------------------------------------------------------|
| Local Government Name:           | MARSHALLTOWN (64G611)                                   |
| Urban Renewal Area:              | MARSHALLTOWN UPTOWN URBAN RENEWAL (64011)               |
| TIF Taxing District Name:        | MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/UPTOWN UR |
| TIF INCREM                       |                                                         |
| TIF Taxing District Inc. Number: | 640269                                                  |
| TIF Taxing District Base Year:   | 1997                                                    |
| FY TIF Revenue First Received:   |                                                         |
| Subject to a Statutory end date? | No                                                      |

| UR Designation       |    |
|----------------------|----|
| Slum                 | No |
| Blighted             | No |
| Economic Development | No |

## TIF Taxing District Value by Class - 1/1/2020 for FY 2022

|                   | Agricultural | Residential | Commercial | Industrial | Other | Military | Total      | Gas/Electric Utility | Total      |
|-------------------|--------------|-------------|------------|------------|-------|----------|------------|----------------------|------------|
| Assessed          | 0            | 20,510,650  | 44,262,270 | 14,380,645 | 0     | -40,744  | 83,476,216 | 0                    | 83,476,216 |
| Taxable           | 0            | 11,569,946  | 39,836,044 | 12,942,581 | 0     | -40,744  | 67,253,133 | 0                    | 67,253,133 |
| Homestead Credits |              |             |            |            |       |          |            |                      | 0          |

|                  | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2022 | 4,475,829,600     | 0                   | 13,350,939     | -13,350,939        | -496,970                   |

FY 2022 TIF Revenue Received: 494,417

**♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022**

**Urban Renewal Area Data Collection**

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

UR Area Creation Date: 09/2016

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

| <b>Tax Districts within this Urban Renewal Area</b>           | <b>Base No.</b> | <b>Increment No.</b> | <b>Increment Value Used</b> |
|---------------------------------------------------------------|-----------------|----------------------|-----------------------------|
| MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/UR 5 TIF INCREM | 640270          | 640271               | 0                           |

**Urban Renewal Area Value by Class - 1/1/2020 for FY 2022**

|                   | <b>Agricultural</b> | <b>Residential</b> | <b>Commercial</b> | <b>Industrial</b> | <b>Other</b> | <b>Military</b> | <b>Total</b> | <b>Gas/Electric Utility</b> | <b>Total</b> |
|-------------------|---------------------|--------------------|-------------------|-------------------|--------------|-----------------|--------------|-----------------------------|--------------|
| Assessed          | 0                   | 1,318,330          | 4,460             | 0                 | 0            | -3,704          | 3,825,896    | 0                           | 3,825,896    |
| Taxable           | 0                   | 743,663            | 4,014             | 0                 | 0            | -3,704          | 2,436,071    | 0                           | 2,436,071    |
| Homestead Credits |                     |                    |                   |                   |              |                 |              |                             | 0            |

|                                                         |               |               |                                                             |
|---------------------------------------------------------|---------------|---------------|-------------------------------------------------------------|
| <b>TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:</b> | <b>57,430</b> | <b>27,806</b> | <b>Amount of 07-01-2021 Cash Balance Restricted for LMI</b> |
|---------------------------------------------------------|---------------|---------------|-------------------------------------------------------------|

|                                 |              |
|---------------------------------|--------------|
| TIF Revenue:                    | 0            |
| TIF Sp. Revenue Fund Interest:  | 314          |
| Property Tax Replacement Claims | 0            |
| Asset Sales & Loan Repayments:  | 6,310        |
| <b>Total Revenue:</b>           | <b>6,624</b> |

|                               |               |
|-------------------------------|---------------|
| Rebate Expenditures:          | 0             |
| Non-Rebate Expenditures:      | 0             |
| Returned to County Treasurer: | 64,054        |
| <b>Total Expenditures:</b>    | <b>64,054</b> |

|                                                         |          |          |                                                             |
|---------------------------------------------------------|----------|----------|-------------------------------------------------------------|
| <b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:</b> | <b>0</b> | <b>0</b> | <b>Amount of 06-30-2022 Cash Balance Restricted for LMI</b> |
|---------------------------------------------------------|----------|----------|-------------------------------------------------------------|

## Projects For MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5

### Townhomes

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

## Income Housing For MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5

|                                                                                                                                                                      |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Amount of FY 2022 expenditures that provide or aid in the provision of public improvements related to housing and residential development:                           | 0 |
| Lots for low and moderate income housing:                                                                                                                            | 0 |
| Construction of low and moderate income housing:                                                                                                                     | 0 |
| Grants, credits or other direct assistance to low and moderate income families:                                                                                      | 0 |
| Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes: | 0 |
| Other low and moderate income housing assistance:                                                                                                                    | 0 |

♣ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

**TIF Taxing District Data Collection**

Local Government Name: MARSHALLTOWN (64G611)  
 Urban Renewal Area: MARSHALLTOWN CITY/MARSHALLTOWN SCH/UR5 (64166)  
 TIF Taxing District Name: MARSHALLTOWN CITY/MARSHALLTOWN SCH/MTOWN FIRE/UR 5 TIF INCREM  
 TIF Taxing District Inc. Number: 640271  
 TIF Taxing District Base Year: 2016  
 FY TIF Revenue First Received:  
 Subject to a Statutory end date? No

| UR Designation       |    |
|----------------------|----|
| Slum                 | No |
| Blighted             | No |
| Economic Development | No |

**TIF Taxing District Value by Class - 1/1/2020 for FY 2022**

|                   | Agricultural | Residential | Commercial | Industrial | Other | Military | Total     | Gas/Electric Utility | Total     |
|-------------------|--------------|-------------|------------|------------|-------|----------|-----------|----------------------|-----------|
| Assessed          | 0            | 1,318,330   | 4,460      | 0          | 0     | -3,704   | 3,825,896 | 0                    | 3,825,896 |
| Taxable           | 0            | 743,663     | 4,014      | 0          | 0     | -3,704   | 2,436,071 | 0                    | 2,436,071 |
| Homestead Credits |              |             |            |            |       |          |           |                      | 0         |

|                  | Frozen Base Value | Max Increment Value | Increment Used | Increment Not Used | Increment Revenue Not Used |
|------------------|-------------------|---------------------|----------------|--------------------|----------------------------|
| Fiscal Year 2022 | 114,046,000       | 0                   | 0              | 0                  | 0                          |

FY 2022 TIF Revenue Received: 0



◆ Annual Urban Renewal Report, Fiscal Year 2021 - 2022

**Urban Renewal Area Data Collection**

Local Government Name: MARSHALLTOWN (64G611)  
 Urban Renewal Area: MARSHALLTOWN URBAN RENEWAL UR 6  
 UR Area Number: 64901

UR Area Creation Date: 04/2021

UR Area Purpose: The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the Code of Iowa Section 403.17(12).

**Tax Districts within this Urban Renewal Area**

|  | Base No. | Increment No. | Increment Value Used |
|--|----------|---------------|----------------------|
|--|----------|---------------|----------------------|

**Urban Renewal Area Value by Class - 1/1/2020 for FY 2022**

|                   | Agricultural | Residential | Commercial | Industrial | Other | Military | Total | Gas/Electric Utility | Total |
|-------------------|--------------|-------------|------------|------------|-------|----------|-------|----------------------|-------|
| Assessed          | 0            | 0           | 0          | 0          | 0     | 0        | 0     | 0                    | 0     |
| Taxable           | 0            | 0           | 0          | 0          | 0     | 0        | 0     | 0                    | 0     |
| Homestead Credits |              |             |            |            |       |          |       |                      | 0     |

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:** 0 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

|                                 |          |
|---------------------------------|----------|
| TIF Revenue:                    | 0        |
| TIF Sp. Revenue Fund Interest:  | 0        |
| Property Tax Replacement Claims | 0        |
| Asset Sales & Loan Repayments:  | 0        |
| <b>Total Revenue:</b>           | <b>0</b> |

|                               |          |
|-------------------------------|----------|
| Rebate Expenditures:          | 0        |
| Non-Rebate Expenditures:      | 0        |
| Returned to County Treasurer: | 0        |
| <b>Total Expenditures:</b>    | <b>0</b> |

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:** 0 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

## Projects For MARSHALLTOWN URBAN RENEWAL UR 6

### Glenwood Marshalltown LLC

|                      |                                                            |
|----------------------|------------------------------------------------------------|
| Description:         | 42 single-family units and 4 multi-family & infrastructure |
| Classification:      | Low and Moderate Income Housing                            |
| Physically Complete: | No                                                         |
| Payments Complete:   | No                                                         |

## Debts/Obligations For MARSHALLTOWN URBAN RENEWAL UR 6

### Glenwood Marshalltown LLC

|                        |            |
|------------------------|------------|
| Debt/Obligation Type:  | Rebates    |
| Principal:             | 1,410,000  |
| Interest:              | 0          |
| Total:                 | 1,410,000  |
| Annual Appropriation?: | Yes        |
| Date Incurred:         | 04/27/2021 |
| FY of Last Payment:    | 2034       |

## Rebates For MARSHALLTOWN URBAN RENEWAL UR 6

### Glenwood Park

|                               |                           |
|-------------------------------|---------------------------|
| TIF Expenditure Amount:       | 0                         |
| Rebate Paid To:               | Glenwood Marshalltown LLC |
| Tied To Debt:                 | Glenwood Marshalltown LLC |
| Tied To Project:              | Glenwood Marshalltown LLC |
| Projected Final FY of Rebate: | 2034                      |

## Income Housing For MARSHALLTOWN URBAN RENEWAL UR 6

|                                                                                                                                                                      |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Amount of FY 2022 expenditures that provide or aid in the provision of public improvements related to housing and residential development:                           | 0 |
| <hr/>                                                                                                                                                                |   |
| Lots for low and moderate income housing:                                                                                                                            | 0 |
| Construction of low and moderate income housing:                                                                                                                     | 0 |
| Grants, credits or other direct assistance to low and moderate income families:                                                                                      | 0 |
| Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes: | 0 |
| Other low and moderate income housing assistance:                                                                                                                    | 0 |

## Urban Renewal Areas

|                                                 | East Side<br>URA2 | Southside<br>URA3 Retail | Uptown<br>URA4 | Eagle View<br>URA5 | TOTAL<br>Fund 125 | LMI 41.79%<br>Fund 126 |
|-------------------------------------------------|-------------------|--------------------------|----------------|--------------------|-------------------|------------------------|
| Ending Cash Balance 6/30/2021                   | 123.96            | 821.68                   | 272,622.32     | 29,623.55          | 303,191.51        | 27,806.10              |
| Add revenues:                                   |                   |                          |                |                    |                   |                        |
| Property taxes                                  | 176,810.75        | 250,895.27               | 494,416.77     | -                  | 922,122.79        |                        |
| From General Fund for legal bill                |                   |                          |                | 8,601.50           | 8,601.50          |                        |
| Reallocate from URA5-fund 126 to 125            |                   |                          |                | 913.11             | 913.11            | (913.11)               |
| Reallocate from URA5-w/in fund 125              | 295.73            | 282.10                   | 1,713.13       | (2,290.96)         | -                 |                        |
| Interest (Re-est)                               | 499.06            | 672.79                   | 4,123.78       | 161.93             | 5,457.56          | 152.00                 |
|                                                 | -----             | -----                    | -----          | -----              | -----             | -----                  |
|                                                 | 177,605.54        | 251,850.16               | 500,253.68     | 7,385.58           | 937,094.96        | (761.11)               |
| Subtract Expenses:                              |                   |                          |                |                    |                   |                        |
| 2020A Bonds                                     |                   | 630.40                   | 79,279.60      |                    | 79,910.00         |                        |
| 2012A Bonds                                     |                   | 34,630.00                | 181,807.50     |                    | 216,437.50        |                        |
| 2015 Bonds                                      | 89,653.00         |                          |                |                    | 89,653.00         |                        |
| 2011B closing costs interest                    |                   |                          | 4,293.33       |                    | 4,293.33          |                        |
| 2012A closing costs interest                    |                   | 610.77                   | 3,186.25       |                    | 3,797.02          |                        |
| Dorsey & Whitney Inv 7/21/20 certified for FY22 |                   | 10,000.00                |                |                    | 10,000.00         |                        |
| Dorsey & Whitney Inv 7/21/20 certified for FY22 |                   | 1,500.00                 |                |                    | 1,500.00          |                        |
| Return to Marshall Co.                          |                   |                          |                | 37,009.13          | 37,009.13         | 27,044.99              |
| MCBD Main Street use cash on hand               |                   |                          | 35,000.00      |                    | 35,000.00         |                        |
| 4 E. Main (Zamora's Code)                       |                   |                          | 17,746.75      |                    | 17,746.75         |                        |
| 13 N. 1st St. (Avalos)                          |                   |                          | 16,569.01      |                    | 16,569.01         |                        |
| 118 W. Main St.                                 |                   |                          | 1,712.44       |                    | 1,712.44          |                        |
| 207 E. Main St. (Dave's Bar-façade)             |                   |                          | 3,873.40       |                    | 3,873.40          |                        |
| Chamber \$50:\$250K                             |                   | 50,000.00                |                |                    | 50,000.00         |                        |
| Marshallgaam:Holiday Inn                        | -                 | 93,492.92                |                |                    | 93,492.92         |                        |
| Menards                                         | 90,239.25         |                          |                |                    | 90,239.25         |                        |
| Teamwork-1 for Bobcat Academy                   |                   | 13,073.91                |                |                    | 13,073.91         |                        |
| Plumb Supply                                    |                   | 6,683.12                 |                |                    | 6,683.12          |                        |
|                                                 | -----             | -----                    | -----          | -----              | -----             | -----                  |
|                                                 | 179,892.25        | 210,621.12               | 343,468.28     | 37,009.13          | 770,990.78        | 27,044.99              |
| Ending Cash Balance 6/30/2022                   | (2,162.75)        | 42,050.72                | 429,407.72     | -                  | 469,295.69        | -                      |



# MARSHALLTOWN AREA CHAMBER OF COMMERCE

## Tourism Update for City Council – November 14, 2022



# MARSHALLTOWN MORE THAN EVER



# Promote Marshalltown as a site for conferences and meetings

---

In contact regularly with meeting planners, our local hotel general managers, statewide associations and more to **promote Marshalltown as a meeting destination**. We host groups for city tours and special events and provide thousands of hospitality items to visitors each year.





# Community marketing

---



- Worked with outside marketing firm to produce video
- Reached more than 40,000 people on Chamber social media alone (thousands more on other media and channels)
- Great recruiting tool for local HR personnel
- Displayed at Iowa State Fair

# Community marketing



## Livability Marshalltown

- Full color magazine featuring visitor information, community features and amenities, published in summer 2022
- Livability Media has a huge digital presence to spread positive messages about Marshalltown across the country
- Thousands of copies around the community and distributed to groups coming into town, state welcome centers, etc.
- Plan to produce two more guides over next two years



# Community marketing

---

## Series of travel blogger visits

*Des Moines Parent*

*Iowa, Sponsored, Travel*

### 10 Best Ways to Experience Marshalltown, Iowa as a Family



*The Dining Duster*

*The Midwest Millennial*

# Central location for sports

---

It was another successful year for sports tournaments in Marshalltown.

**Examples of tournaments held this past year:**

Disc golf

USTA tennis

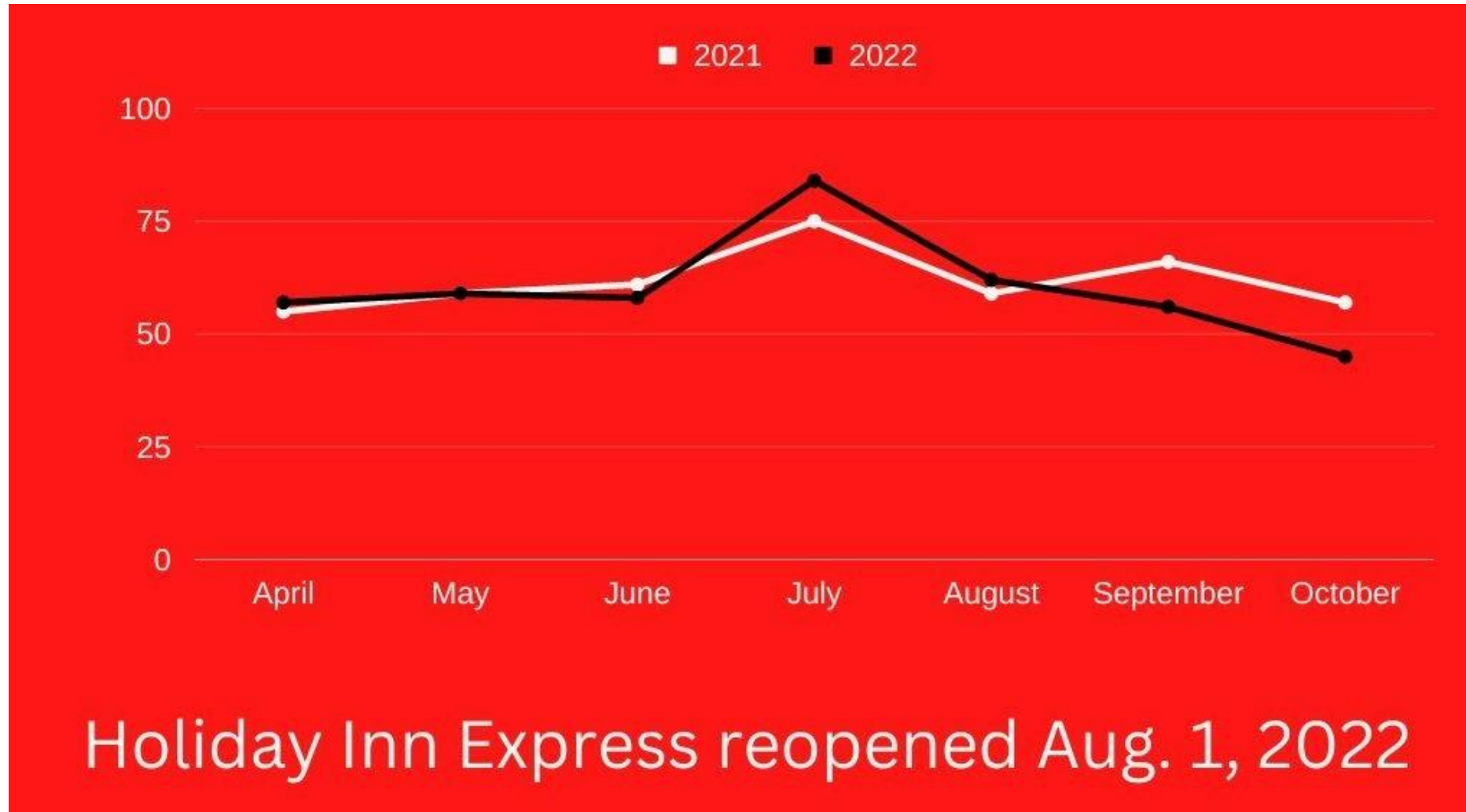
Multiple state-level adult softball events

Youth volleyball, basketball, swimming  
gymnastics and track meets

Iowa Girls State High School Swimming



# Hotel Occupancy Rate (%)





# Average Daily Rate (\$)





# Tourism's economic impact

---

**Visitors spend an estimated \$50 million annually in Marshall County.** Our office works with many of these groups coming into town for meetings, conferences, sports tournaments, special events and more. We work with groups which bring in tens of millions of dollars of economic impact to Marshalltown.



# Where are visitors coming from?

Total Est. US Adult Trips:

**114,804**

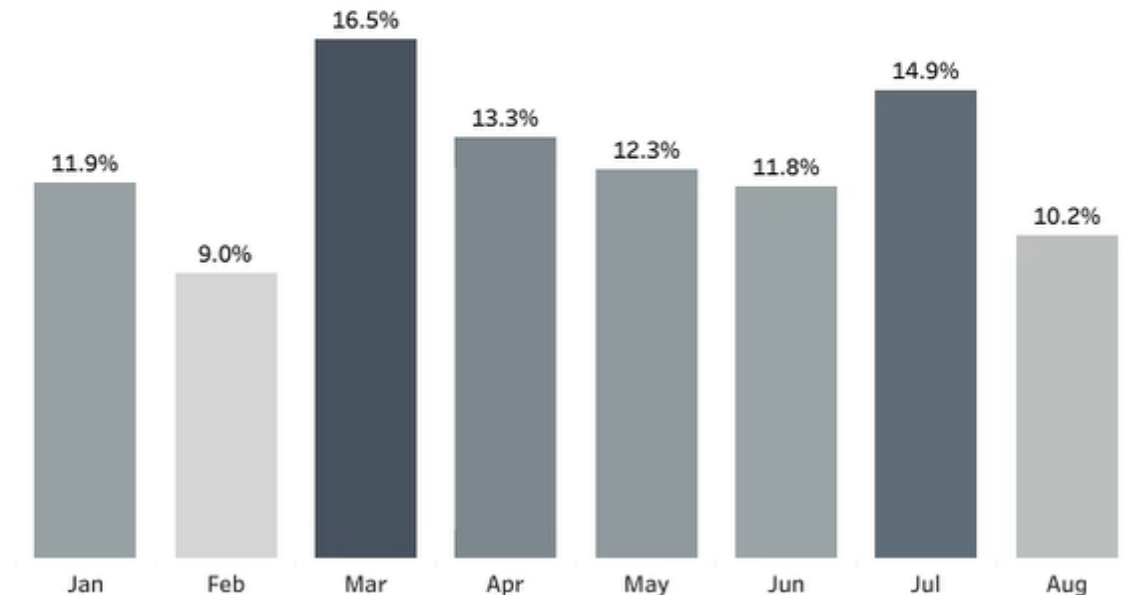
Average Nights:

**0.4**

## Top Origin Markets (DMAs)

| DMA                       | Trips  | Share of Trips | Average Unique Nights |
|---------------------------|--------|----------------|-----------------------|
| Des Moines/Ames           | 36,414 | 31.7%          | 0.3                   |
| Cedar Rapids/Waterloo/D.. | 26,807 | 23.4%          | 0.3                   |
| Davenport/Rock Island/M.. | 4,885  | 4.3%           | 0.2                   |
| Rochester/Mason City/Au.. | 4,806  | 4.2%           | 0.3                   |
| Omaha                     | 3,569  | 3.1%           | 0.4                   |
| Sioux City                | 2,763  | 2.4%           | 0.7                   |
| Ottumwa/Kirksville        | 2,664  | 2.3%           | 0.4                   |
| Chicago                   | 2,355  | 2.1%           | 0.6                   |
| Kansas Citv               | 2,205  | 1.9%           | 1.0                   |

## Trips by Month



# Where are out-of-state visitors coming to Marshalltown from?

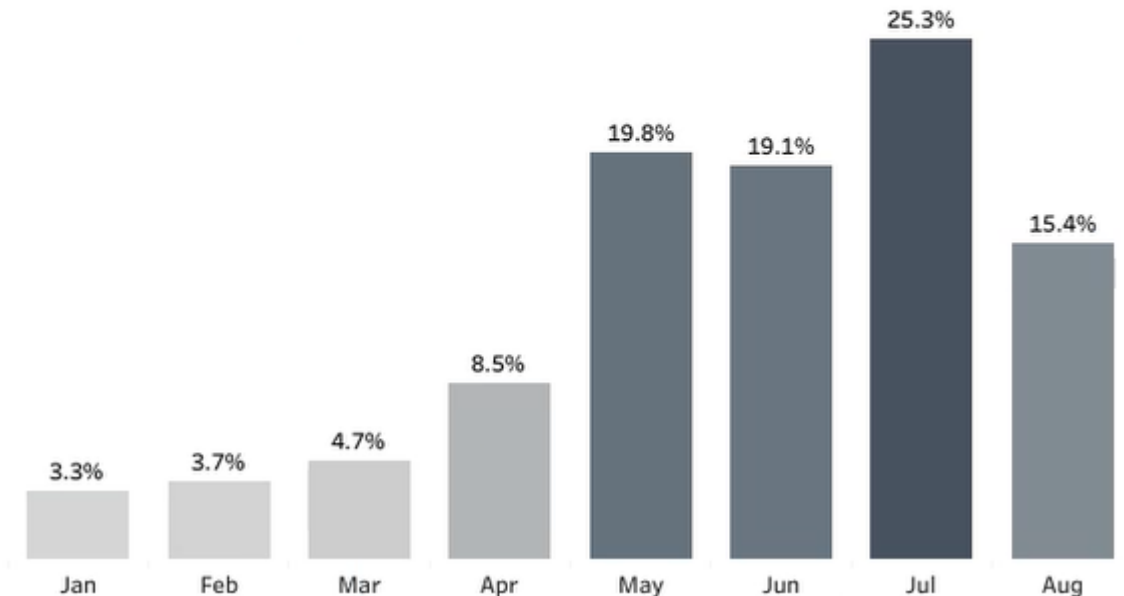
Total Est. US Adult Trips:  
**37,663**

Average Nights:  
**0.7**

## Top Origin Markets (DMAs)

| DMA                       | Trips | Share of Trips | Average Unique Nights |
|---------------------------|-------|----------------|-----------------------|
| Omaha                     | 2,393 | 6.4%           | 0.3                   |
| Chicago                   | 2,355 | 6.3%           | 0.6                   |
| Kansas City               | 2,205 | 5.9%           | 1.0                   |
| Minneapolis/Saint Paul    | 2,186 | 5.8%           | 0.7                   |
| Madison                   | 2,171 | 5.8%           | 0.7                   |
| Los Angeles               | 1,900 | 5.0%           | 0.7                   |
| Davenport/Rock Island/M.. | 1,653 | 4.4%           | 0.2                   |
| La Crosse/Eau Claire      | 1,293 | 3.4%           | 0.7                   |
| Denver                    | 1,190 | 3.2%           | 0.8                   |

## Trips by Month



# Quarterly Tourism Grants

---



**New committee focus: Funding new events and projects or new offerings to existing events**

Since 2018, the Chamber **has awarded 55 grants totaling more than \$187,000** to support events and capital projects that attract visitors and promote the community.

## **Examples of local recent Tourism Grant recipients:**

- Holiday Stroll tree and decorations
- American Legion Golf Course renovations
- Harvest Market on 13<sup>th</sup> Street (pictured)
- Bee Ridiculous Day
- Marshalltown Arts & Civic Center renovation
- Central Iowa Fair
- Fourth of July celebration
- Marshalltown Softball Association (state level adult tournaments)



# Ongoing projects from our office

- “This Week in Marshalltown” email events newsletter and maintain Community Calendar event listings.
- Social media messaging: Sharing photos, videos and more about Marshalltown and local events on Facebook, Instagram, YouTube, Twitter and LinkedIn.
- Tens of thousands of dollars in paid advertising in radio, cable television, newspaper, travel magazines and social media reaching hundreds of thousands of people per year



MINUTES TO RECEIVE BIDS AND  
SELL SERIES 2022A BONDS

422742-51

Marshalltown, Iowa

November 14, 2022

The City Council of the Marshalltown, Iowa, met on November 14, 2022, at 5:30 p.m. at the City Council Chambers, 10 West State Street, in the City.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of the City's General Obligation Corporate Purpose Bonds, Series 2022A, the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in the minutes, as follows:

**Name and Address of Bidder**

**Final Bid**

**(interest cost)**

**(ATTACH BID TABULATION)**

After due consideration and discussion, City Clerk Alicia Hunter introduced the resolution next hereinafter set out and Council Member \_\_\_\_\_ 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.

**RESOLUTION NO. \_\_\_\_\_**

**Resolution Awarding General Obligation Corporate Purpose Bonds, Series 2022A**

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa heretofore proposed to enter into a General Obligation Corporate Purpose 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 \$9,515,000 for the purpose of paying the costs, to that extent, of (1) planning, designing and constructing street, alley, bridge, sidewalk, sanitary sewer, storm water drainage and water system improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties; and (4) undertaking improvements to existing municipal parks, including splash pad, concessions, restroom and shelter facilities, parking lots, trails, bridges and sidewalks; and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on October 24, 2022; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #1”) and to borrow money thereunder in a principal amount not to exceed \$255,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of constructing and extending recreation trail improvements, 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 October 24, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #2”) and together with the Essential Purpose Loan Agreement and General Purpose Loan Agreement #1, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of constructing municipal parking lot improvements, 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 October 24, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 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 Loan Agreements into a single loan agreement (the “Loan Agreement”) and divided its authority under the Loan Agreement in two, a Tax Exempt Series 2022A Loan Agreement (the “2022A Loan Agreement”) and a Taxable Series 2022B Loan Agreement (the “2022B Loan Agreement”); and



WHEREAS, the City shall issue General Obligation Corporate Purpose Bonds, Series 2022A (the “Series 2022A Bonds”) in evidence of its obligation under the 2022A Loan Agreement; and

WHEREAS, the City shall issue Taxable General Obligation Property Restoration Bonds, Series 2022B Bonds (the “Series 2022B Bonds”) in evidence of its obligations under the 2022B Loan Agreement (collectively hereinafter, the Series 2022A Bonds and the Series 2022B Bonds may be referred to as the “Bonds”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the Bonds to be issued in evidence of the obligations of the City under the 2022A Loan Agreement and the 2022B Loan Agreement, respectively, and the City has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc., as municipal advisor (the “Municipal Advisor”) to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Series 2022A Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of \_\_\_\_\_, \_\_\_\_\_ (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Series 2022A Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Series 2022A Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the “Sale Agreement”) of the Series 2022A Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the 2022A Loan Agreement and the issuance of the Series 2022A Bonds is hereby adjourned to the City Council meeting to be held on November 28, 2022.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 14, 2022.

---

Mayor

Attest:

---

City Clerk

• • • •

Upon motion and vote, the meeting was adjourned.

---

Mayor

Attest:

---

City Clerk

## ATTESTATION CERTIFICATE

STATE OF IOWA  
MARSHALL COUNTY  
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the sale of General Obligation Corporate Purpose Bonds, Series 2022A of the City evidencing the City's obligation under a certain 2022A Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

**(Attach here a copy of the bid of the successful bidder.)**

November 9, 2022

**Via Email**

Alicia Hunter  
City Clerk/City Hall  
Marshalltown, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2022A  
Our File No. 422742-51

Dear Alicia:

We have prepared and attach the necessary proceedings to be used at the November 14, 2022 City Council meeting to report the bids received and to adopt the resolution approving the sale of General Obligation Corporate Purpose Bonds, Series 2022A (the “Series 2022A Bonds”) to the best bidder.

The attached resolution must be completed with the name of the purchaser of the Series 2022A Bonds. Speer Financial, Inc. will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Series 2022A Bonds and providing for the adjournment of action on the Series 2022A Bonds to November 28, 2022 for adoption of the issuance resolution.
2. Attestation Certificate with respect to the validity of the transcript.

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

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

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## I O W A

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Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Diana Steiner, Finance Director  
**DATE:** 11/8/2022  
**RE:** Sale of General Obligation Bonds Series 2022A and 2022B

**Policy Issue:** Council's responsibility is to accept the bid from the purchaser(s) that proposes the lowest interest cost.

|                                                                                 |                                                                                                    |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Goal 1: Expand and improve development                 | <input checked="" type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input checked="" type="checkbox"/> Goal 2: Enhance Marshalltown's public image | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life                    |

**Specific Objective/Action:** Goal 2: Objective 2 Design and construct capital projects which enhance the aesthetics of the community (Riverview park phase 1, other park improvements, Freedom Rock-Skate Park trail connection).

Goal 2: Objective 1 Eliminate blight throughout the community (demolish structures under the D&D program).

Goal 3: Objective 2 Develop Comprehensive plans for City infrastructure and improvements (Fund and complete the sidewalk gap new Hoglan School  
:

**Recommendation:** Based on the bond bids received the morning of November 7<sup>th</sup>, Speer Financial Inc., the City's municipal advisor, will tabulate the bids and present them to the Council at the November 7<sup>th</sup> evening meeting for approval.

**Budget Impact:** The debt borrowed for the new projects could have an effect on the property tax levy depending on how much is collected 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 FY24 budget cycle

**Description/Background:** 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 bonds. That hearing took place on October 26<sup>th</sup> and afterwards the Council approved moving forward with the bond issuances of \$9,555,000 General Obligation Corporate Purpose Bonds, Series 2022A (tax-exempt), and \$610,000 of taxable General Obligation Property Restoration Bonds, Series 2022B. The Council approved the Preliminary Official Statement (POS) on October 24<sup>th</sup> and set the bond sale for November 14, 2022. Sealed bids shall be received and canvassed on behalf of the City until 10:30 am for the tax-exempt bonds and 11:00 a.m. for the taxable bonds on November

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



14<sup>th</sup>. The Council can then accept the Purchaser of the bid with the lowest interest costs at the regular Council meeting that evening. At the November 28<sup>th</sup> meeting, Council would authorize the issuance of the bonds. The proceeds from the bonds would be received on December 13<sup>th</sup>.

The estimated costs for the bond issuances is \$165,000 (Moody's Rating \$25K, Municipal Advisor \$35K, Bond Attorney \$25K and Underwriter Discount \$80K)

The bonds will be used for the following projects:

**CITY COUNCIL**

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



|                                             |                                                                                                                                  |                      |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Water Plaza                                 | For the construction of park with interactive water features near Mega-10                                                        | \$ 500,000           |
| Riverview Park Improvements                 | For the expansion of the existing retention ponds, bridge replacement and sidewalk                                               | \$ 2,500,000         |
| West End Park Phase 2                       | For the construction of a permanent restroom/concession stand facility                                                           | \$ 600,000           |
| Trail Connection- Legion/SkatePrk           | For paving segments of trail to connect the Freedom Rock to the Skate Park                                                       | \$ 250,000           |
| Trail Bridge @ Linn Creek/MSA               | For a recreational trail bridge to cross Linn Creek to connect to the Skate Park/Trailhead                                       | \$ 700,000           |
| River's Edge Trailhead                      | For the building of a trailhead facility at the Skate Park and corresponding trail connections and movement of equipment         | \$ 560,000           |
| E. State Pedestrian Alley                   | For creating a pedestrian alley in the north/south alley midblock in the 200 block of East State Street                          | \$ 100,000           |
| Street Improvement                          | Partial funding for the East Main reconstruction 5th Ave to 12th Ave; remainder for other street projects                        | \$ 2,650,000         |
| East Main Street Planning/Design            | For the design of reconstructing 3 block of East Main Street (Center to 3rd Ave) and 2 blocks of Center Street (State to Church) | \$ 650,000           |
| City Hall Parking Lot                       | For the reconstruction/reconfiguration following the State Street reconstruction                                                 | \$ 390,000           |
| Sidewalk Gap Projects                       | For the installation of sidewalks around Hoglan Elementary                                                                       | \$ 500,000           |
| Dangerous & Dilapidated Buildings (TAXABLE) | For the ongoing efforts to acquire and demolish abandoned and dangerous structures                                               | \$ 600,000           |
|                                             |                                                                                                                                  |                      |
| <b>TOTAL PROJECTS</b>                       |                                                                                                                                  | <b>\$ 10,000,000</b> |
| <b>COSTS FOR BOND ISSUANCE</b>              |                                                                                                                                  | <b>\$ 165,000</b>    |
| <b>TOTAL</b>                                |                                                                                                                                  | <b>\$ 10,165,000</b> |

**CITY COUNCIL**

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker





MINUTES TO RECEIVE BIDS AND  
SELL SERIES 2022B BONDS

422742-51

Marshalltown, Iowa

November 14, 2022

The City Council of the Marshalltown, Iowa, met on November 14, 2022, at 5:30 p.m. at the City Council Chambers, 10 West State Street, in the City.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of the City's Taxable General Obligation Property Restoration Bonds, Series 2022B, the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in the minutes, as follows:

**Name and Address of Bidder**

**Final Bid**

**(interest cost)**

**(ATTACH BID TABULATION)**

After due consideration and discussion, Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out 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.

**RESOLUTION NO. \_\_\_\_\_**

**Resolution Awarding Taxable General Obligation Property Restoration Bonds,  
Series 2022B**

WHEREAS, the City of Marshalltown (the “City”), in Marshall County, State of Iowa heretofore proposed to enter into a General Obligation Corporate Purpose 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 \$9,515,000 for the purpose of purpose of paying the costs, to that extent, of (1) planning, designing and constructing street, alley, bridge, sidewalk, sanitary sewer, storm water drainage and water system improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties; and (4) undertaking improvements to existing municipal parks, including splash pad, concessions, restroom and shelter facilities, parking lots, trails, bridges and sidewalks; and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on October 24, 2022; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #1”) and to borrow money thereunder in a principal amount not to exceed \$255,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of constructing and extending recreation trail improvements, 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 October 24, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “General Purpose Loan Agreement #2” and together with the Essential Purpose Loan Agreement and General Purpose Loan Agreement #1, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of constructing municipal parking lot improvements, 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 October 24, 2022, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 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 Loan Agreements into a single loan agreement (the “Loan Agreement”) and divided its authority under the Loan Agreement in two, a Tax Exempt Series 2022A Loan Agreement (the “2022A Loan Agreement”) and a Taxable Series 2022B Loan Agreement (the “2022B Loan Agreement”); and

WHEREAS, the City shall issue General Obligation Corporate Purpose Bonds, Series 2022A (the “Series 2022A Bonds”) in evidence of its obligation under the 2022A Loan Agreement; and

WHEREAS, the City shall issue Taxable General Obligation Property Restoration Bonds, Series 2022B Bonds (the “Series 2022B Bonds”) in evidence of its obligations under the 2022B Loan Agreement (collectively hereinafter, the Series 2022A Bonds and the Series 2022B Bonds may be referred to as the “Bonds”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the Bonds to be issued in evidence of the obligations of the City under the 2022A Loan Agreement and the 2022B Loan Agreement, respectively, and the City has made provision for the approval of the P.O.S. and to authorize its use by Speer Financial, Inc., as municipal advisor (the “Municipal Advisor”) to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Series 2022B Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of \_\_\_\_\_, \_\_\_\_\_ (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Series 2022B Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Series 2022B Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the “Sale Agreement”) of the Series 2022B Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the 2022B Loan Agreement and the issuance of the Series 2022B Bonds is hereby adjourned to the City Council meeting to be held on November 28, 2022.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 14, 2022.

---

Mayor

Attest:

---

City Clerk

• • • •

Upon motion and vote, the meeting was adjourned.

---

Mayor

Attest:

---

City Clerk

## ATTESTATION CERTIFICATE

STATE OF IOWA  
MARSHALL COUNTY  
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the sale of Taxable General Obligation Property Restoration Bonds, Series 2022B of the City evidencing the City's obligation under a certain 2022B Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

**(Attach here a copy of the bid of the successful bidder.)**

November 9, 2022

**Via Email**

Alicia Hunter  
City Clerk/City Hall  
Marshalltown, Iowa

Re: Taxable General Obligation Property Restoration Bonds, Series 2022B  
Our File No. 422742-51

Dear Alicia:

We have prepared and attach the necessary proceedings to be used at the November 14, 2022 City Council meeting to report the bids received and to adopt the resolution approving the sale of Taxable General Obligation Property Restoration Bonds, Series 2022B (the “Series 2022B Bonds”) to the best bidder.

The attached resolution must be completed with the name of the purchaser of the Series 2022B Bonds. Speer Financial, Inc. will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Series 2022B Bonds and providing for the adjournment of action on the Series 2022B Bonds to November 28, 2022 for adoption of the issuance resolution.
2. Attestation Certificate with respect to the validity of the transcript.

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

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

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## I O W A

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Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Diana Steiner, Finance Director  
**DATE:** 11/8/2022  
**RE:** Sale of General Obligation Bonds Series 2022A and 2022B

**Policy Issue:** Council's responsibility is to accept the bid from the purchaser(s) that proposes the lowest interest cost.

|                                                                                 |                                                                                                    |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Goal 1: Expand and improve development                 | <input checked="" type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input checked="" type="checkbox"/> Goal 2: Enhance Marshalltown's public image | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life                    |

**Specific Objective/Action:** Goal 2: Objective 2 Design and construct capital projects which enhance the aesthetics of the community (Riverview park phase 1, other park improvements, Freedom Rock-Skate Park trail connection).

Goal 2: Objective 1 Eliminate blight throughout the community (demolish structures under the D&D program).

Goal 3: Objective 2 Develop Comprehensive plans for City infrastructure and improvements (Fund and complete the sidewalk gap new Hoglan School  
:

**Recommendation:** Based on the bond bids received the morning of November 7<sup>th</sup>, Speer Financial Inc., the City's municipal advisor, will tabulate the bids and present them to the Council at the November 7<sup>th</sup> evening meeting for approval.

**Budget Impact:** The debt borrowed for the new projects could have an effect on the property tax levy depending on how much is collected 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 FY24 budget cycle

**Description/Background:** 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 bonds. That hearing took place on October 26<sup>th</sup> and afterwards the Council approved moving forward with the bond issuances of \$9,555,000 General Obligation Corporate Purpose Bonds, Series 2022A (tax-exempt), and \$610,000 of taxable General Obligation Property Restoration Bonds, Series 2022B. The Council approved the Preliminary Official Statement (POS) on October 24<sup>th</sup> and set the bond sale for November 14, 2022. Sealed bids shall be received and canvassed on behalf of the City until 10:30 am for the tax-exempt bonds and 11:00 a.m. for the taxable bonds on November

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker





14<sup>th</sup>. The Council can then accept the Purchaser of the bid with the lowest interest costs at the regular Council meeting that evening. At the November 28<sup>th</sup> meeting, Council would authorize the issuance of the bonds. The proceeds from the bonds would be received on December 13<sup>th</sup>.

The estimated costs for the bond issuances is \$165,000 (Moody's Rating \$25K, Municipal Advisor \$35K, Bond Attorney \$25K and Underwriter Discount \$80K)

The bonds will be used for the following projects:

**CITY COUNCIL**

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



|                                             |                                                                                                                                  |                      |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Water Plaza                                 | For the construction of park with interactive water features near Mega-10                                                        | \$ 500,000           |
| Riverview Park Improvements                 | For the expansion of the existing retention ponds, bridge replacement and sidewalk                                               | \$ 2,500,000         |
| West End Park Phase 2                       | For the construction of a permanent restroom/concession stand facility                                                           | \$ 600,000           |
| Trail Connection- Legion/SkatePrk           | For paving segments of trail to connect the Freedom Rock to the Skate Park                                                       | \$ 250,000           |
| Trail Bridge @ Linn Creek/MSA               | For a recreational trail bridge to cross Linn Creek to connect to the Skate Park/Trailhead                                       | \$ 700,000           |
| River's Edge Trailhead                      | For the building of a trailhead facility at the Skate Park and corresponding trail connections and movement of equipment         | \$ 560,000           |
| E. State Pedestrian Alley                   | For creating a pedestrian alley in the north/south alley midblock in the 200 block of East State Street                          | \$ 100,000           |
| Street Improvement                          | Partial funding for the East Main reconstruction 5th Ave to 12th Ave; remainder for other street projects                        | \$ 2,650,000         |
| East Main Street Planning/Design            | For the design of reconstructing 3 block of East Main Street (Center to 3rd Ave) and 2 blocks of Center Street (State to Church) | \$ 650,000           |
| City Hall Parking Lot                       | For the reconstruction/reconfiguration following the State Street reconstruction                                                 | \$ 390,000           |
| Sidewalk Gap Projects                       | For the installation of sidewalks around Hoglan Elementary                                                                       | \$ 500,000           |
| Dangerous & Dilapidated Buildings (TAXABLE) | For the ongoing efforts to acquire and demolish abandoned and dangerous structures                                               | \$ 600,000           |
|                                             |                                                                                                                                  |                      |
| <b>TOTAL PROJECTS</b>                       |                                                                                                                                  | <b>\$ 10,000,000</b> |
| <b>COSTS FOR BOND ISSUANCE</b>              |                                                                                                                                  | <b>\$ 165,000</b>    |
| <b>TOTAL</b>                                |                                                                                                                                  | <b>\$ 10,165,000</b> |

**CITY COUNCIL**

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR  
RENTAL HOUSING INSPECTION SERVICES WITH SAFE BUILDING, LLC**

**WHEREAS** the City of Marshalltown, Iowa, enforces the Rental Housing Inspection Program and conducts related inspection services; and

**WHEREAS** the City identified a need for assistance with rental housing inspection services and solicited proposals through an RFP process; and

**WHEREAS** the City has selected and is prepared to enter into a contract with Safe Building, LLC for the necessary professional services.

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

**Section 1.** That the Marshalltown City Council authorizes the City staff and Mayor to negotiate and execute a contract for rental housing inspection services with Safe Building, LLC.

Passed this 14<sup>th</sup> day of November 2022, and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

# MARSHALLTOWN

## I O W A

Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Michelle Spohnheimer, Housing & Community Development Director  
**DATE:** 11/14/2022  
**RE:** Rental Inspections Contracted Services

### Policy Issue:

|                                                                      |                                                                                                    |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Goal 1: Expand and improve development      | <input checked="" type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life                    |

### Specific Objective/Action:

- *Goal 3: Objective 1: Review policies, procedures and ordinances for updates.* One of our goals has been to adopt the International Property Maintenance Code related to the rental housing program. Related to this goal is the consideration of contracting inspection services.

**Recommendation:** The City of Marshalltown has operated a rental housing inspections program since the Iowa Code was adopted requiring communities of our size to administer a program. The City currently has two full time inspectors. With an anticipated retirement the opportunity to consider alternative staffing options was considered. The Rental Inspections Program is a general fund program.

October 13<sup>th</sup> an RFP was posted and proposals were due November 2<sup>nd</sup>. Three proposals were received and interviews were held November 9<sup>th</sup>. The interview committee has recommended moving forward with Safe Building, LLC. A resolution authorizing the staff and Mayor to negotiate a contract is being presented.

**Budget Impact:** The Contractor will bill the City of Marshalltown for services provided and the City will in turn bill rental property owners the established applicable inspection fees. This primarily includes direct inspections and re-inspections and administrative assistance as determined necessary by the City. City staff will review proposed fees with the contractor and propose a resolution to set related fees effective 1/1/23. The resolution will be presented at the December 12<sup>th</sup> Council meeting in coordination with ordinance changes.

**Description/Background:** This proposal was discussed at the strategic planning session in 2021 for 2022 implementation.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR  
\$653,938 WITH BOLTON AND MENK FOR DESIGN SERVICES FOR THE  
RECONSTRUCTION OF EAST MAIN STREET AND PORTIONS OF CENTER STREET**

**WHEREAS**, the July 2018 tornado devastated Downtown Marshalltown, resulting in a number of planning processes in the succeeding years to create a vision for Downtown; and

**WHEREAS**, Bolton and Menk was selected to complete the Downtown Implementation Plan, a framework for prioritizing the work necessary to take a vision and put it into actionable steps; and

**WHEREAS**, Phase 1A and Phase 1B (State Street) of the Downtown Implementation Plan have been bid and are awaiting construction in 2023; and

**WHEREAS**, the City Council has expressed a desire to proceed with the reconstruction work of the Downtown Implementation Plan at a rapid pace in order to restore the economic and community vitality to downtown Marshalltown; and

**WHEREAS**, Phase 2A and Phase 2B involve East Main Street from Center Street to 3<sup>rd</sup> Avenue and Center Street from State Street to Church Street; and

**WHEREAS**, Bolton and Menk has submitted a Professional Services Agreement for the design and bidding of Phase 2A and 2B at a cost not-to-exceed \$653,938;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that the Professional Services Agreement with Bolton and Menk for the scope of work for Phase 2A and 2B of the Downtown Implementation Plan, totaling \$653,938, is hereby approved and the Mayor is directed to execute the Agreement.

Passed this 14<sup>th</sup> day of November, 2022, and signed this \_\_\_\_\_ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

\_\_\_\_\_  
Alicia Hunter, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES IA**

**MAIN STREET RECONSTRUCTION**

**CITY OF MARSHALLTOWN and BOLTON & MENK, INC.**

This Agreement, made this \_\_\_\_ day of November, 2022, by and between City of Marshalltown, 24 N. Center St, Marshalltown, IA 50158, (“CLIENT”), and BOLTON & MENK, INC., 1519 Baltimore Dr, Ames, IA 50010, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with Downtown Street Reconstruction phase 2. This project includes the reconstruction of Main Street from Center St to 3<sup>rd</sup> Ave and the reconstruction of Center St from State Street to Church Street (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION 1 - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly.

**SECTION 2 - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to

transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.

### **SECTION 3 - COMPENSATION FOR SERVICES**

#### **A. FEES.**

1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$ 653,938.00 without the prior consent of CLIENT.
2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
3. The attached Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at



cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

## B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

## SECTION 4 - GENERAL

### A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

### B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish a written estimate of additional cost, prior to written authorization of the changed scope of work.

### C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. 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 CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of

CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.

2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

#### G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

#### H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT

from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

#### I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

#### J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

#### K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
  - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
  - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice

and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.

- b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

#### M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

#### N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

#### O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

#### P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.



## SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: \_\_\_\_\_

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Matt Ferrier  
Printed Name

\_\_\_\_\_  
Date

11/10/2022  
Date

\_\_\_\_\_  
Address for giving notice:

\_\_\_\_\_  
Address for giving notice:

1519 Baltimore Dr

Ames, IA 50010

\_\_\_\_\_  
CLIENT's Representative with authority for  
ordering engineering services and transmitting  
instructions:

Attachments:

Exhibit A Basic Services (scope and deliverable documents)

Exhibit B Schedule of Fees (hourly rates table)

(Remainder of this page intentionally left blank)

**EXHIBIT A**  
**CONSULTANT'S SERVICES**  
**MAIN STREET RECONSTRUCTION**  
**CITY OF MARSHALLTOWN**

November 9, 2022

**DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS**

The Consultant agrees to provide Survey, Civil Engineering and Landscape Architecture services required for the Main Street Reconstruction Project.

**The project extents include full reconstruction of corridor improvements for Main Street between Center Street and 3<sup>rd</sup> Avenue and for Center Street from State Street to Church Street. This project will include the following:**

- Complete reconstruction of the existing street and sidewalk surface. It is anticipated that the final streetscape plan may include changing the current lane configuration, boulevard landscaping where permitted, decorative hardscape treatments, and decorative sidewalk treatments at critical intersections.
- Complete reconstruction of the underground storm sewer and watermain
- Provide streetscaping elements including: sidewalk/shared use paths, street trees and/or plantings, special intersection treatments, site furnishings, and wayfinding signage/monumentation including monuments at the intersection of Main Street and Center, Main Street and 1<sup>st</sup> Avenue and Main Street and 3<sup>rd</sup> Avenue.
- Promote sustainable design practices for the proposed corridor design
- Coordinate with Marshalltown Water Works for watermain reconstruction/relocation as part of the project.
- Coordinate with Alliant energy for electrical or gas reconstruction/relocation as part of the project for electrical and gas services.
- Coordination with other private utility companies located along the project corridor
- Communication with property/business owners in collaboration with CLIENT staff and the Central Business District.
- Lane configuration at 3<sup>rd</sup> Avenue will remain the same as existing conditions. No improvements to the existing signals are anticipated.
- Existing roadway lighted is to remain in place, wherever practical. Certain instances may require removal and replacement of lighting units and footings due to conflicts with proposed design.

**I.A. BASIC SERVICES**

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

## **TASK 1: PROJECT INITIATION AND PROJECT MANAGEMENT**

- A. CONSULTANT will facilitate a project kick-off meeting with CLIENT staff to accomplish the following:
  - Review and confirm the scope of the project
  - Review available information relative to the project
  - Review and discuss specific infrastructure issues and CLIENT'S current design standards as they relate to the proposed improvements on this project
  - Review and verify project schedules
  - Conduct a field review of project area by CONSULTANT and CLIENT representatives
- B. Up to fifteen (15) In-person and 10 virtual meetings will be held with the CONSULTANT and the CLIENT after the initial kickoff meeting. These meetings will discuss findings, issues, schedule, and project progress.
- C. CONSULTANT will provide project and contract administration services throughout the duration of the project.
- D. CONSULTANT will facilitate project communication between CONSULTANT and CLIENT throughout the duration of the project. (Including distributing meeting minutes in a timely manner).

## **TASK 2: PUBLIC INVOLVEMENT AND STAKEHOLDER INPUT**

### **Subtask 2.1: Stakeholder and Public Informational Meetings**

1. CONSULTANT will organize and conduct up to three (3) business/property owner meetings to directly communicate with these individuals who will be directly impacted by the project. These meetings take place early in the design process (approx. 30% design phase) to discuss the scope of the project, considerations for deliveries and other impacts/opportunities expected with the project. It is assumed that multiple stakeholders from the Central Business District community may attend the same meeting. The CLIENT, along with the Central Business District representatives, will assist the CONSULTANT in creating a list of meeting participants.
2. CONSULTANT will organize and conduct one (1) public informational meeting and one (1) City Council workshop session during the development of the project as follows:
  - a. Public Informational Meeting – This meeting will take place near the completion of preliminary design to inform the community on the general design direction for the project and collect input influencing final design. CONSULTANT will allow the community an opportunity to react to the various design options and verify the design direction.
  - b. City Council Workshop Session – Near final design, the CONSULTANT will lead a Council workshop session to inform City Council on the direction of the project and confirm the progress to date aligns with the City's expectation for the project.
3. Specific property/business owners may require a more in-depth conversation to address specific issues/concerns, outside of a larger format meeting. CONSULTANT will conduct

up to ten (10) “kitchen table” style meetings with those individuals. This is intended to provide a personal approach to addressing specific needs/concerns of those individuals directly impacted by the project.

### **Subtask 2.2: Project Communications**

4. CONSULTANT will assist the CLIENT in deploying various digital and printed communication tools throughout the design project. Utilizing the right tools at the right time will allow people to learn before providing their input. Our team has outlined some tools we would recommend for coordination, promotion, education, and conversation. These strategies will ultimately work together to create a strong and successful project campaign.

#### **Sign-Up Genius**

CONSULTANT will utilize Sign-Up Genius to schedule basement/property inspections along the corridor, assist in meeting facilitation and documentation of the inspections. The CLIENT will attend all meetings with the CONSULTANT.

#### **Sidewalk decal and signage (Optional Task upon City Authorization. \$2,700)**

Project signage will allow people to discover while walking through the project area. These eye-catching displays will generate interest and discussion about the project for people who are simply visiting or passing through the area. These will be placed at key intersections and businesses along the project corridor.

### **Subtask 2.3: Civil/Emergency Services Coordination Meeting**

CONSULTANT will organize and conduct a coordination meeting with representatives from the police department, sheriff’s department (as needed), fire department, ambulance service, refuse/recycling providers, postal service and other service providers that may be impacted by the proposed improvements or construction activities. The purpose of this meeting is to identify and discuss any issues that need to be addressed in the project design or construction staging such that provisions are made to maintain adequate services during and after construction.

## **TASK 3: DATA COLLECTION**

### **Subtask 3.1: Topographic Survey**

Bolton & Menk will perform a topographic survey for the proposed project including the following tasks.

- Establish horizontal and vertical survey control, based on Iowa Regional coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 25-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Researching through City, County and State records to review surveys of record pertaining to the survey corridor, including County Auditor’s Subdivisions Plats, irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

- This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating sections corners, property pins and visible lines of occupation such as fences.
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
  - Location of downspouts, rain leaders, stoops and steps
  - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level
    - The building lines and corners will have a horizontal accuracy of  $\pm 0.03$  feet
  - Interior finished floor elevations will be obtained to a vertical accuracy of  $\pm 0.01$  feet at designated locations
  - Building addresses
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Landscaping and individual trees with diameters over 6 inches will be located and identified on the survey map
  - Trees with diameters under 6 inches will be located, but the diameter will not be included
  - Areas that include multiple small trees will be clustered together and only the exterior limits will be displayed (tree lines)
- Utility Information
- Place an Iowa One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
  - Upon the completion of the initial design drawing Bolton & Menk will distribute a review copy to all the utility companies identified through the Iowa One Call process requesting review and comments; after comments are received, we will make appropriate revisions and provide a final CAD file and hard copy
- Storm Sewer, Watermain and Sanitary Sewer
  - Marked and/or visible structures and service lines
    - Intakes and Manholes
    - Hydrants
    - Water valves and curb stops
  - Structure inventories
    - Rim elevations
    - Pipe sizes
    - Pipe inverts and direction of flow
  - Natural Gas, Communication (Phone/Cable) and Electric
    - Meters, transformers, and pedestals
    - Marked and/or visible service lines
- Set two site benchmarks
- Any other significant topographic features visible to survey crew

**Deliverable:**

Certified topographic survey drawing will be submitted in an electronic (Civil3D20121file) and hard copy format. The CAD file will include a surface model (XML file) and contours of existing ground.

### **Subtask 3.2: Corridor 360 photography**

Bolton & Menk will collect 360 degree photography for the entire project limits for use during the design phase of the project.

## **TASK 4: BASEMENT INVESTIGATIONS**

### **Subtask 4.1 – Basement Investigations**

The Consultant and City staff will investigate existing basements of adjacent properties. It's estimated that 40 of the 45 buildings will have basements that require inspection along the corridor. Each basement inspection will include the following items.

- Documentation of the existing basement wall conditions
- Documentation of any visible utilities in the basement.
- If more than 40 properties have basements that need to be inspected each inspection will be an additional fee negotiated with the City prior to completed the work.

### **Subtask 4.2 – Basement Investigations**

The Consultant, utilizing the SUBCONSULTANT (Structural Engineers P.C.) along with Consultant staff and City staff, will investigate existing basements of adjacent properties that extend beyond the building face into the ROW. It's estimated that up to 10 of the 45 individual properties along the corridor will have basements that need to be inspected. Each basement inspection will include the following items.

- Documentation of the existing basement wall conditions
- Documentation and measurement of any portion of the basement that extend beyond the building face including full and partial projection and coal shoots.
- Documentation of any visible utilities in the basement.
- If more than 10 properties have basements that need to be inspected each inspection will be an additional fee negotiated with the City prior to completed the work.

### **Subtask 4.2 – Basement/Vault Design**

The SUBCONSULTANT (Structural Engineers P.C.) shall develop designs to address any basements that extend beyond the property line including the following items.

- For fee purposes it's estimated that up to 10 buildings will need a basement designed to be completed.
- Each building will have a drawing/detail developed to address the basement projection.
- If more than 10 properties have basements that need a construction design completed an additional fee negotiated with the City prior to completed the work.

## **TASK 5: GEOTECHNICAL INVESTIGATION**

- A. Coordination of Geotechnical Subconsultant, Construction Materials Testing (CMT), for Drilling: The CONSULTANT will provide Geotechnical Subconsultant with coordinates for the locations of borings before the drilling work and SUBCONSULTANT will coordinate with the Geotechnical Subconsultant during drilling regarding adjustments to the boring locations and sampling procedures so that the completed work provides sufficient geotechnical data for use by SUBCONSULTANT.
- B. Development of Soil Design Parameters. The SUBCONSULTANT will develop soil design

parameters for use in numerical analyses.

- C. Preparation of Geotechnical Report. The SUBCONSULTANT will prepare a draft geotechnical report summarizing results of field exploration and laboratory testing programs, boring logs, lab test data, subgrade evaluations, pavement section design and soil infiltration rates. This task will include effort to incorporate geotechnical analysis and recommendations into roadway, drainage, and water main elements
- D. Geotechnical Analyses for Roadway. The SUBCONSULTANT will perform geotechnical analyses for evaluation of the following considerations:
- Evaluation of subgrade stabilization alternatives as needed.
  - Vehicular pavement section design using SUDAS guidance (assumes no pervious pavement design).
  - Determination of infiltration rate for design of stormwater infiltration features based on guidance from the Iowa Storm Water Management Manual.

## **TASK 6 – ENVIRONMENTAL/CONTAMINATED SITES REVIEW**

The SUBCONSULTANT (Impact7G) will conduct a Contaminated Site Review for the proposed reconstruction project. The initial part of the Contaminated Site Review will be a document review of the project area to determine the site history. Documents reviewed will include previous ESAs, DNR records, Sanborn maps, and city directories, if available, to search for potential locations of monitoring wells, contaminated soils, and underground storage tanks at the in the project vicinity. Reports will also be ordered from a federal and state database “records review” information provider. These reports will provide an up-to-date regulatory status of the site and map risk sites in the vicinity of the property.

Where available, interviews will be conducted with the Fire Marshall, City and/or county health department officials to compile information regarding past and current environmental conditions. A visit will be made to the project area to investigate any or all of the following, as required:

- Location of any known aboveground or underground fuel or bulk chemical storage tanks.
- On-site waste disposal practices.
- Evidence of unreported or unpermitted activities that are presently covered under local, state, or federal regulations.
- Location and description of existing structures.
- Photographs of selected areas.
- Use and management of hazardous and petroleum material.
- On-site presence of PCB-containing equipment.
- Location of buried septic systems, cesspool, evaporation pond, or other waste treatment units.
- Location of existing monitoring wells, drinking water wells, stock wells, and irrigation wells.
- Evidence of vegetative distress, soil discoloration, surface subsidence, or other environmental damage, if seasonal conditions permit such observations.
- Conduct an inspection of surrounding area.
- Identify possible sampling/analytical needs for Phase II assessment.



## **TASK 7 – STORM WATER ANALYSIS**

### **Subtask 7.1 Kickoff Meeting**

This task includes facilitating a Kick-Off Meeting with City staff to accomplish the following:

- Review and confirm the scope and nature of the plan
- Determine goals of the City
- Review any known problems/issues within the project corridor storm sewer system

**Items Provided By City:** City staff to share field data, as-builts, mapping, GIS data and other project specific items.

### **Subtask 7.2 Data Collection and Mapping**

This task includes collecting all publicly available GIS data and processing it to support the hydraulic modeling.

It is assumed that the City's existing GIS data includes storm sewer infrastructure data of sufficient accuracy to serve as a basis of the study. GIS data should be provided to the Consultant at the beginning of the project. Bolton & Menk will review and process the provided GIS data to support model efforts. Further, Bolton & Menk will acquire LiDAR data and hydro-condition it to serve as a basis for watershed delineation.

This task does not include on-site data acquisition, such as topographic survey or site visits/observations.

### **Subtask 7.3 Evaluate Proposed Storm Sewer and Outlet Options**

The consultant will evaluate the proposed storm sewer needs for the current project and future downtown projects. The evaluation will include the following items.

- Determine preliminary storm water needs for future downtown project including preliminary pipe sizing and estimated depth.
- Proposed storm sewer locations will be based on existing storm locations and input from City Staff.
- The consultant will evaluate potential outlet locations for proposed storm sewer for future downtown projects.
- Evaluation of outlet alternatives and tie in locations depending on proposed sizes and depths.
- No hydraulic modeling of the existing storm sewer will be completed as part of this task.
- Outlet analysis will be completed based on pipe size and depth and does not include hydraulic modeling.

#### **Subtask 7.3.1 Prepare Cost Estimates**

**Description:** A cost estimate will be prepared for each outlet alternative project.

## **TASK 8 – PRELIMINARY DESIGN**

### **Subtask 8.1 Utility Coordination**

- A. During the field data collection phase, the CONSULTANT will complete an Iowa One Call to identify the utilities within the project corridor. The CONSULTANT will attend up to two (2) in-person utility coordination meetings with affected utilities to review the proposed construction and identify conflicts and required relocation. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems (30% design) and the second will be final design review and coordination meeting (90% design).
- B. Utility coordination will be discussed again at the preconstruction meeting. Additionally, the CONSULTANT will prepare for and conduct up to three (3) conference calls with affected utilities. It is understood that existing utility locations will be taken from as constructed information or as marked in the field and that there will be no excavation for location as part of this scope of services.
- C. The CONSULTANT will prepare public utility tabulations, existing conditions mapping, and project public utility removal plans for inclusion in the construction documents. Locations of identified existing public utilities will be tabulated and anticipated impacts between each of the utilities and the proposed improvements will be summarized.

### **Subtask 8.2 – Water Main Design**

- A. Water Main Coordination: The CONSULTANT will coordinate with Marshalltown Water Works for the water main design along the project limits. The CONSULTANT will organize up to 2 (2) in-person meeting with Marshalltown Water Works for design meetings and up to two (2) conference calls with Marshalltown Water Works.
- B. Watermain Design. The CONSULTANT will complete the detailed design for watermain improvements. It is assumed that all the watermain to be replaced will be sized as directed by Marshalltown Water Works and that no water modeling or sizing is included in the scope of this contract. This task includes preparation of the following items:
  - 1. Removal plans and tabulations
  - 2. Review and analysis of historical maps provided by Marshalltown Water Works
  - 3. Development of horizontal and vertical placement for water main.
  - 4. Plan and profile sheets (1"=20' scale full-size) for watermain improvements
  - 5. Water Service replacements for existing services
  - 6. Design of new fire protection lines for existing buildings.
  - 7. Construction and special structure details
  - 8. Special Provisions specifications, as necessary
- C. CONSULTANT will be responsible for drafting tie-in details and outlining a construction staging sequence for construction, valve operation, in/out of service schedule.
- D. Watermain Permitting. The CONSULTANT will complete and submit the Iowa DNR permit for the Watermain.

### **Subtask 8.3 – Preliminary Design**

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project.

During preliminary design, the CONSULTANT will review the conceptual design developed in the Downtown Implementation Plan and review lane configuration, traffic flow and intersection geometries with CLIENT. Once the corridor geometrics are approved, the CONSULTANT will then proceed with final design and documentation.

The preliminary plans will include but not limited to the following task:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Preliminary Typical Cross Sections and Details (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Preliminary Estimate of Quantities (C Sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Preliminary Plan and Profiles (D and E Sheets)

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey location centerline. Proposed Right-of-Way and Construction Easement limits based on grading/impact limits lines will be shown. Included will include the necessary CAD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=20'.

Preliminary ROW Sheets (H Sheets)

This task consists of a development of the existing ROW through the project and showing preliminary easement needs. The scale of these sheet will be 1"=20'

The consultant shall provide the City a list of properties with easement/right of entry needs that accompany the H Sheets. The easement/right of entry needs will be established with the preliminary design phase to allow City staff time to meet with property owners and obtain the necessary approvals prior to bidding.

Preliminary Traffic Control and Staging (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. For estimating purposes, it is assumed that the roadway will be closed during construction and a single detour plan will be implemented.

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Preliminary Intersection Geometrics (L Sheets)

Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. The scale of these plans sheets will be 1"=20'.

Preliminary Storm Drainage Design (M Sheets)

Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task. The scale of these plans sheets will be 1"=20'.

Preliminary Sanitary Sewer Design (M Sheets)

No Sanitary Sewer is anticipated to be included as part of this project.

Preliminary Water Main Design (M Sheets)

Preliminary water main design layout including water mains and services based on proposed improvements and existing conditions. Identify staging/order of construction to ensure all services remain active as much as possible. Vertical profiles are not developed as part of this task. The scale of these plan sheets will be 1"=20'.

Preliminary Removal Plans (R Sheets)

This item consists of preliminary design and drafting of proposed improvements and removals.

Preliminary Curb Ramp Design (S Sheets)

Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Preliminary Streetscape Design (T Sheets) – Develop preliminary streetscape plans showing proposed paver locations and streetscape amenities. The scale of these plans will be 1" = 20'

Preliminary Cross Sections (W & X Sheets)

This task consists of design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

**Subtask 8.4 – Preliminary Opinion of Probable Construction Cost**

The Consultant shall prepare a preliminary Opinion of Probable Construction Cost for the Project

## TASK 9 – FINAL DESIGN

Based upon approved preliminary design, field exam, and public informational meeting, the Consultant subsequently proceed with final design, contract drawings, specifications and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

### Subtask 9.1 Final Plans

The Consultant shall provide the City with the following deliverables:

#### Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

#### Final Typical Cross Sections and Details (B Sheets)

This task consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

#### Final Estimate of Quantities (C Sheets)

This task consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

#### Final Plan and Profiles (D and E Sheets)

This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

#### Final Erosion Control and Surface Restoration (CE Sheets)

This item includes the final design and drafting of erosion control measures and surface restoration to be provided on the Project.

#### Final Reference Plans (G Sheets)

This item consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

#### Final ROW Sheets (H Sheets)

This task consists of a documenting the existing ROW through the project and showing final easement for the project. The scale of these sheet will be 1"=20'. This task does not include obtaining any easement/right of entry permits. City staff shall be responsible for obtaining all recommended easements.

#### Final Traffic Control, Staging and Pavement Markings (J Sheets)

This item consists of final design and drafting of the traffic control, staging and permanent pavement marking plans.

The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Final Intersection Geometrics (L Sheets)

This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavements areas.

Final Storm Drainage Design (M Sheets)

This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes and other storm drainage related facilities for the Project.

Final Sanitary Sewer Design (MWM Sheets)

No Sanitary sewer is anticipated as part of this project.

Final Water Main Design (MWM Sheets)

This item consists of final design and drafting of proposed improvements, water main profile, hydrant and valve locations. The design will be coordinated with Marshalltown Water Works.

Final pavement marking plans (N Sheets)

This item consists of final design and drafting of pavement markings for the Project.

Final Lighting Plans (P Sheets) – Task not used

Final Removal Plans (R Sheets)

This item consists of final design and drafting of proposed improvements and removals.

Final Curb Ramp Design (S Sheets)

Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Final ramp geometric configurations alternatives, identify surface requirements, review general horizontal curb opening, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Final Streetscape Design (T Sheets) – Final streetscape plans shall be developed and shall include special paving layout and details, monument signage, landscaping, and special design details.

Final Design Cross Sections (W & X Sheets)

This task consists of final design and drafting individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary.

**Subtask 9.2 Project Manual**

This task consists of providing a Project Manual for the Project, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of the Construction Contract, Supplementary General Conditions, and Detailed Construction Specification

### **Subtask 9.3 Final Opinion of Probable Construction Cost**

The Consultant shall prepare a final Opinion of Probable Construction Cost for the Project.

### **Subtask 9.4 Final Design Meeting**

It is estimated that the Consultant's staff will attend one (1) meeting with the City, and others to review progress, assist in decision-making, and receive direction from the City. This meeting will be held after a final review of the plans by the City of Marshalltown and all effected utilities in the corridor. Plan revisions will be completed based on review comments.

### **Subtask 9.5 Final Permitting**

The Consultant shall obtain the following permits for the project.

- IDNR Watermain Permit
- IDNR NPDES Permit

## **TASK 10 – BIDDING**

The Consultant will coordinate and manage the bid letting process for the project. For estimating purpose, one (1) letting has been included as part of this task. The work task to be performed or coordinated by the Consultant shall include the following.

### **Subtask 10.1 Printing of Plans and Specifications**

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that ten (10) half-sized (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes the dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

### **Subtask 10.2 Advertisement/Notice of Project**

The Consultant shall prepare the formal Notice of Hearing and Letting. The City shall post the Notice of Letting. The City shall handle publication of the Notice of Hearing. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

### **Subtask 10.3 Plan Clarification and Addenda**

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

### **Subtask 10.4 Letting, Bid Tabulations, and Award Recommendation**

The Consultant shall have a representative present when opening the bids and proposals, shall make tabulations of the bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract document.

## **II. HOURLY RATE SERVICES**

Upon request, the following services shall be provided at CONSULTANT's standard hourly rate and a fee estimate shall be developed and mutually agreed upon prior to commencement of work, for each of the following services:



- A. **FUNDING ASSISTANCE.** Throughout the project, our team will consider future funding opportunities to leverage project resources. This task allows our team to provide assistance or leadership to the city in identifying and pursuing funding opportunities as requested. CONSULTANT will develop a funding matrix of potential grant sources and maintain a funding plan that will aid in the development of commitments and identification of the possibilities to close the funding gaps.
- B. **REMONUMENTATION.** Replacing lost or obliterated government survey corners or property corners along the project route.
- C. **CONSTRUCTION STAKING.**
- D. **ADDITIONAL PROPERTY OR RIGHT OF WAY ACQUISITION SERVICES.** Includes additional property or right of way acquisition services beyond those included in the Basic Services, including: Preparation of easement agreements, preparation of right-of-way plats, assistance with eminent domain proceedings, court preparation and testimony.
- E. **ENVIRONMENTAL SERVICES.** Environmental services associated with asbestos investigations and mitigation, hazardous materials leaks and contaminated soils beyond the initial report provided by Impact7G.
- F. All other services not specifically identified in Tasks 1 through 10.

### III. PROPOSED SCHEDULE

The anticipated project schedule is as follows:

- Topographic Survey: November – December 2022
- 30% Design Review: April 2023
- 60% Design Review: August 2023
- 95% Design Review: October 2023
- Bidding Phase: December 2023

### IV. ESTIMATED FEES:

| Scope of Services |                                           |                      |
|-------------------|-------------------------------------------|----------------------|
| TASK              |                                           | PRICE                |
| 1                 | Project Initiation and Project Management | \$ 102,368.00        |
| 2                 | Public Involvement and Stakeholder Input  | \$ 38,239.00         |
| 3                 | Data Collection                           | \$ 35,140.00         |
| 4                 | Basement Investigations                   | \$ 40,180.00         |
| 5                 | Geotechnical Investigation                | \$ 9,000.00          |
| 6                 | Environmental/Contaminated sites review   | \$ 9,700.00          |
| 7                 | Storm Water Analysis                      | \$ 18,455.00         |
| 8                 | Preliminary Design                        | \$ 160,308.00        |
| 9                 | Final Design                              | \$ 233,346.00        |
| 10                | Bidding                                   | \$ 7,202.00          |
| <b>Total</b>      |                                           | <b>\$ 653,938.00</b> |

# 2023 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2022. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

| Employee Classification                  | Hourly Billing Rates |
|------------------------------------------|----------------------|
| Senior Project Manager                   | \$175-285            |
| Project Manager                          | \$140-190            |
| Senior Project Engineer                  | \$145-185            |
| Project Engineer                         | \$126-170            |
| Design Engineer                          | \$110-150            |
| Graduate Engineer                        | \$110-145            |
| Senior Planner                           | \$150-192            |
| Planner                                  | \$110-156            |
| Senior Landscape Architect               | \$150-170            |
| Landscape Architect                      | \$118-142            |
| Landscape Designer                       | \$85-112             |
| Licensed Project Surveyor                | \$160-192            |
| Graduate Surveyor                        | \$126-165            |
| Survey Technician                        | \$85-165             |
| Senior Technician                        | \$105-169            |
| Technician                               | \$85-146             |
| Specialist*                              | \$90-180             |
| Practice Expert**                        | \$180-290            |
| Senior Principal                         | \$198-235            |
| Principal                                | \$158-225            |
| Administrative/Corporate Specialists     | \$65-120             |
| GPS/Robotic Survey Equipment             | NO CHARGE            |
| CAD/Computer Usage                       | NO CHARGE            |
| Routine Office Supplies                  | NO CHARGE            |
| Routine Photo Copying/Reproduction       | NO CHARGE            |
| Field Supplies/Survey Stakes & Equipment | NO CHARGE            |
| Mileage                                  | NO CHARGE            |

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

\*\*Highly specialized and industry expertise unique to the market or area of discipline.

SET DATE FOR HEARING ON  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(Marshalltown Company)

422742-46

Marshalltown, Iowa

November 14, 2022

The City Council of the City of Marshalltown, Iowa, met on November 14, 2022, at 5:30 p.m., in the City Council Chambers, 10 W State Street, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

City Clerk Alicia Hunter introduced the resolution next hereinafter set out and Council Member \_\_\_\_\_ moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

## **RESOLUTION NO. 2022-309**

### **Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Marshalltown Company, Including Annual Appropriation Tax Increment Payments**

WHEREAS, the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”); and

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Marshalltown Company (“the Company”) in connection with the expansion by the Company of its manufacturing facilities and the construction of related storm water system improvements; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Company in the form of economic development incremental property tax payments in an amount not to exceed \$2,900,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on November 28, 2022, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT  
AGREEMENT WITH MARSHALLTOWN COMPANY AND  
AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT  
PAYMENTS

The City Council of the City of Marshalltown, Iowa (the “City”), will meet at the City Council Chambers, 10 West State Street, Marshalltown, on November 28, 2022, at 5:30 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement (the “Agreement”) between the City and Marshalltown Company (“the Company”) in connection with the expansion by the Company of its manufacturing facilities in the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”) and the construction of related storm water system improvements. The Agreement provides for certain financial incentives in the form of economic development incremental property tax payments to the Company in a total amount not exceeding \$2,900,000 as authorized by Section 403.9 of the Code of Iowa.

The commitment by the City to make incremental property tax payments to the Company under the Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Urban Renewal Area. Some or all of the payments under the Agreement may be subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Alicia Hunter  
City Clerk

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

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved November 14, 2022.

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Mayor

Attest:

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City Clerk

• • • •

On motion and vote the meeting adjourned.

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Mayor

Attest:

---

City Clerk

STATE OF IOWA  
MARSHALL COUNTY                      SS:  
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

**(Attach here the publisher's original affidavit with clipping of the notice as published.)**

**(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)**



November 11, 2022

**Via Email**

Jessica Kinser  
City Administrator/City Hall  
Marshalltown, IA

Re: Development Agreement (The Marshalltown Company)  
Our File No. 422742-46

Dear Jessica:

Attached please find proceedings to enable the City Council to act on November 14<sup>th</sup> to set November 28<sup>th</sup> as the date for a public hearing on the proposed Development Agreement with The Marshalltown Company.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can be effectively published is November 24, 2022. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution, and please email a copy of the published notice to [lemke.susan@dorsey.com](mailto:lemke.susan@dorsey.com).

We will prepare and forward to you in time for the November 28<sup>th</sup> meeting the necessary proceedings to approve the Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Diana Steiner  
Alicia Hunter



# MARSHALLTOWN

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## I O W A

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Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Jessica Kinser, City Administrator  
**DATE:** November 11, 2022  
**RE:** Marshalltown Co. Development Agreement

**Policy Issue:** Council must set and hold a public hearing for a development agreement were TIF is proposed

|                                                                            |                                                                                         |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Goal 1: Expand and improve development | <input type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image       | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life         |

**Specific Objective/Action:**

**Recommendation:** To approve the resolution as proposed

**Budget Impact:** Not-to-exceed \$2.9 million of tax increment financing over 10 years

**Description/Background:** The City worked with Marshalltown Company in late 2021 on a development agreement for the use of incremental taxes from future development to pay for public infrastructure improvements and rebate of funds in lieu of property tax exemption. The public hearing was held on December 27, 2021, but we never got to a point where the terms were ready for a development agreement. Instead the Council approved a resolution of intent on March 28, 2022, which spelled out terms contemplated for a development agreement.

Recent conversations with Marshalltown Company and their desire to move forward with another large industrial development at their site have revived this conversation and development agreement. Phase 2 of Marshalltown Company's site was completed and fully assessed as of January 2022, which means that their first property tax payment will be due in September 2023/April 2024. The desire on their part and that of the City is to bring forward this development agreement in order to certify for this first collection of the upcoming tax payments in order to start the 10-year clock now for the development. Marshalltown Company is proposing their third phase would be completed by December 31, 2025.

A development agreement is still in legal review and not available at this time, but will be available before the public hearing on November 28<sup>th</sup>.

**CITY COUNCIL**

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker



MINUTES TO ADOPT RESOLUTION  
EXPRESSING INTENT TO PROVIDE  
TAX INCREMENT FINANCING  
SUPPORT

422742-46

Marshalltown, Iowa

March 28, 2022

The City Council of the City of Marshalltown, Iowa, met on March 28, 2022 at 5:30 pm., at the City Hall Chambers, 10 W State Street, in the City of Marshalltown, Iowa. The meeting was called to order and there were present the Mayor in the chair, and the following named Council Members:

Present: Hoop, Kell, Ladehoff, Schneider, Thompson, Walker

Absent: Isom.

Council Member Schneider moved the adoption of the following resolution entitled “Resolution expressing intent to enter into a development agreement and to provide tax increment financing support to Marshalltown Company,” and the motion was seconded by Council Member Walker. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: Hoop, Kell, Ladehoff, Schneider, Thompson, Walker

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted as follows:

## **RESOLUTION NO. 2022-092**

### **Resolution expressing intent to enter into a development agreement and to provide tax increment financing support to Marshalltown Company**

WHEREAS, the City Council of the City of Marshalltown, Iowa by resolution previously established the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, Marshalltown Company (the “Company”) owns certain real property (the “Property”) situated in the Urban Renewal Area and bearing Marshall County Property Tax Parcel Identification Number 8418-36-108-013; and

WHEREAS, the Company has proposed to undertake the expansion of its manufacturing facilities (the “Project”) on the Property including (i) the construction of a building addition running south from Main Street to approximately halfway to Linn Street directly west of the north / south rail spur on the Property (the “Phase 2 Project”); (ii) the construction of a building addition that would include another building addition that extends the building from the south end of the Phase 2 Project to Linn Street (the “Phase 3 Project”); and (iii) the construction of certain public infrastructure improvements (the “Public Infrastructure Project”) necessary to support the Phase 3 Project;

WHEREAS, the Company has requested that the City provide financial assistance to be used by the Company in paying the costs of undertaking the Public Infrastructure Project and to provide an incentive to the Company in lieu of the Company applying for tax abatement for the Project; and

WHEREAS, the City intends to provide such financial assistance by entering into a development agreement (the “Development Agreement”) with the Company and making provision for the funding of annual appropriation incremental property tax payments (the “Payments”) to the Company; and

WHEREAS, prior to entering into the Development Agreement, the City Council must undertake the statutory processes for approving the Development Agreement and making provision for the Payments; but the City desires to convey its intent to pursue these actions to the Company through the adoption of this Resolution;

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

Section 1. The City hereby expresses its intent to support the Project in the future. The City will in good faith negotiate the Development Agreement with respect to the Project at such time that the Company determines whether to undertake the Phase 3 Project and whether to apply for tax abatement for the Phase 2 Project and the Phase 3 Project. It is proposed that the Development Agreement will minimally include the following terms:

A) The Company will commit to undertaking the Project on the Property, such Project to minimally include the construction of the Phase 2 Project, the Phase 3 Project and the Public

Infrastructure Project. The Company will commit to investing approximately \$12,000,000 into the development and construction of the Project. Further, the Company will agree to use the completed Phase 2 Project and Phase 3 Project in its business operations throughout the term of the Development Agreement and to maintain the Property and the Phase 2 Project and Phase 3 Project useful and in good repair.

B) The Company will commit to ensuring timely payment of all property taxes as they come due with respect to the Property during the term of the Development Agreement.

C) The Company will agree that it will not seek any tax exemption deferral or abatement authorized under any State, federal or local law with respect to taxation of the Property throughout the term of the Development Agreement.

D) The City will agree to fund the Payments in an aggregate amount not to exceed \$2,900,000 (or such other amount as agreed to by the City and Company) over a period of ten (10) years of incremental property tax collections. Furthermore, the Payments will be funded with one hundred percent (100%) of the incremental property tax revenues to be derived from the Property, and all Payments under the Agreement will be made subject to annual appropriation by the City Council.

Section 2. The City hereby agrees to use its best efforts to complete the statutory requirements of Chapter 403 of the Code of Iowa in order to authorize the Development Agreement. Both the City and the Company acknowledge that the City's commitment in this Section is merely a present statement of intent and that the City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced herein. The City will not be held liable in the event that the City Council, through the exercising of its ordinary political discretion, determines to not approve any of the actions outlined herein.

Section 3. To the extent that the Company determines to apply for tax abatement for the Phase 2 Project and/or the Phase 3 Project prior to entering into the Development Agreement, the provisions of this Resolution shall become null and void, and the City will not undertake the statutory processes to approve the Development Agreement.

Section 4. Nothing in this Resolution shall prevent the parties from negotiating additional terms, not set forth herein, for inclusion in the Development Agreement.

Section 5. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Passed and approved this March 28, 2022.

Mayor

A handwritten signature in blue ink, appearing to read "Joel Green", written over a horizontal line.

Attest:

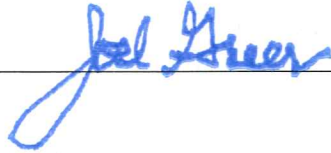
  
City Clerk

A handwritten signature in blue ink, appearing to read "Shelia Hunter", written over a horizontal line.

.....

On motion and vote the meeting adjourned.

Mayor

A handwritten signature in blue ink, appearing to read "Joel Green", written over a horizontal line.

Attest:

A handwritten signature in blue ink, appearing to read "Alicia Hunter", written over a horizontal line.

City Clerk

STATE OF IOWA  
MARSHALL COUNTY  
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with adopting a resolution expressing intent to provide tax increment financing support to Marshalltown Company.

WITNESS my hand this 29<sup>th</sup> day of March, 2022.

Alicia Hunter

## **ORDINANCE 15053**

### **AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 117 JUNK DEALERS AND PAWNBROKERS**

**WHEREAS**, the Code of Ordinances of the City of Marshalltown, Iowa Chapter 117 Junk Dealers and Pawnbrokers, adopted August 14, 1950, contains regulations for licensing and operations of junk dealers, motor vehicle junkyards, and pawnbrokers; and

**WHEREAS**, recommendations have been presented to the City Council to amend the ordinance to update the definitions, licensing requirements, and the reporting and retention of transaction records for secondhand dealers, itinerant dealers, and pawnbrokers; and

**WHEREAS**, the City Council of the City of Marshalltown finds it is in the best interest of the City to amend Chapter 117 of the 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 amended by repealing Chapter 117 and enacting and adopting the following in its place.

#### **CHAPTER 117: SECONDHAND DEALERS, ITINERANT DEALERS, AND PAWNBROKERS**

##### **§ 117.001 DEFINITIONS.**

The following words and phrases shall have the meanings respectively ascribed to them for the purpose of the regulations in this section.

**ANTIQUÉ DEALER.** Any dealer primarily engaged in the buying and selling of collectible objects, including but not limited to pieces of furniture or works of art that have high value because of the item's considerable age.

**BULLION.** Any bar, ingot, or coin comprised of one or more precious metals, including but not limited to gold, silver, platinum, and palladium, and which can be exchanged on the basis of the commodity market price for its metal composition.

**ENGAGED IN OR CONDUCTING BUSINESS.** The purchase, sale, barter, pawn, or exchange of any item in this section, including the advertising therefor, by any business entity or individual subject to State sales tax in the City of Marshalltown.

**ITINERANT DEALER.** Any dealer as defined herein who engages or has engaged in any temporary or transient business conducted in a shop, room, hotel room, motel room, or other premises used for any duration less than thirty (30) consecutive days or used on a temporary basis.

**PAWNBROKER.** Any person who shall in any manner lend or advance money or other things for profit on the pledge or possession of personal property, or other valuable things, other than securities or written evidence of indebtedness, or who deals in the purchasing of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price.



**SECONDHAND DEALER.** Any person who engages in the business of purchasing, selling, receiving, trading, consignment selling or otherwise transferring for value any secondhand property. This definition shall include the use of any automated or camera-enabled kiosk used to purchase secondhand goods from a seller without the buyer's physical presence.

**SECONDHAND GOODS.** Tangible personal property previously owned by another person, whether used or not, which property, in its present state, possesses utility for the purpose for which it was originally intended.

**MOTOR VEHICLE JUNKYARD.** Any place, parcel, or tract of ground, wherein or whereon there is assembled or brought together six or more used, damaged, obsolete, worn out, or discarded motor vehicles for the purpose of stripping, wrecking, disassembling, or otherwise reducing the vehicles into their several component parts for the purpose of salvaging the materials or parts thereof.

**TANGIBLE PERSONAL PROPERTY.** Items including:

- (A) Items made in whole or in part of gold, silver, platinum, copper, or other precious metals;
- (B) Items containing or consisting of precious or semiprecious gemstones or other polished stones used for decoration or jewelry;
- (C) Fashion accessories with a sale value of \$100 or more;
- (D) Articles with serial numbers, model numbers, or other identifying marks, including, but not limited to appliances, tools, radios, stereo equipment, radar detectors, televisions, cellular phones, video recorders, camcorders, video equipment, computers, computer equipment and accessories, digital music recorders and players, and cameras; and
- (E) musical instruments;
- (F) rifles, shotguns, handguns, and other firearms;
- (G) auto parts;  
and any other item of value, except:
- (H) music or movie cassette tapes and discs, record albums, computer software and diskettes, and video game cartridges;
- (I) clothing
- (J) one or more coins collected or exchanged for their numismatic value, where the scarcity, historical significance, quality, and other unique factors determine the market value of a coin rather than the commodity price of the metals that comprise it; and
- (K) books and textbooks; and
- (L) Clothes washers and dryers, refrigerators

**TRANSACTION.** Any purchase, sale, barter, pawn, or exchange of any item.

### **§ 117.002 PERMIT REQUIRED.**

- (A) A secondhand dealer or pawnbroker as defined above must apply for and obtain a permit prior to being engaged in or conducting business as a secondhand dealer or pawnbroker. Such permit shall be posted conspicuously in each place of business named therein.
- (B) Itinerant dealers as defined above must apply for and obtain a permit prior to engaging in or conducting business in the City of Marshalltown.

### **§ 117.003 APPLICATION.**

- (A) The applicant shall file a written, sworn application provided by the City Clerk. The application must be signed by the applicant, if an individual; by all partners, if a partnership; or by the president, if a corporation.

- (B) The application shall include the name of the principals, agents, and employees of the applicant's business during the time that it is proposed that such business will be carried on in the City of Marshalltown; the local address or addresses of such person or persons while engaged in such business; the permanent address or addresses of such person or persons; the capacity in which such person or persons will act (as proprietor, agent, employee or otherwise); the name and the address of the person, firm or corporation for whose account the business will be carried on if any; and if a corporation, under the laws of what state it is incorporated;
- (C) The place or places in the City of Marshalltown where it is proposed to carry on the applicant's business, and the length of time during which it is proposed that said business shall be conducted;
- (D) The place or places, other than the permanent place of business of the applicant, where the applicant within the next six (6) months preceding the date of said application conducted an itinerant business, stating the nature thereof and giving the post office and street address of any building or office in which such business was conducted; and
- (E) Credentials from the person, firm, or corporation for which the applicant proposed to do business, authorizing the applicant to act as such representative.

#### **§ 117.004 FEE REQUIREMENT.**

Every application for a permit shall be accompanied by the application fee. The fee shall be in such amount as is set by resolution by the City Council.

#### **§ 117.005 ISSUANCE.**

Upon receipt of an original application for a permit, the City Clerk shall forward the application to the Chief of Police or their designee, who shall investigate and shall submit a written report on the applicant as to the truth of the facts averred in the application and a recommendation to the City Clerk as to the approval of the permit.

Applications will also be forwarded to the Zoning Administrator for compliance review with the zoning ordinance. Certain uses may require a Special Use Permit which extends the review period.

No permit shall be issued to any applicant who has been convicted of the offense of receiving stolen goods, burglary, or robbery, or to a person who has been convicted of a financial crime more serious than a simple misdemeanor, or to a person who has been convicted of any felony, nor shall any permit be issued to any applicant whose employees, co-owners or business partners have been convicted of the offense of receiving stolen goods, burglary or robbery, or convicted of a financial crime more serious than a simple misdemeanor, or convicted of any felony. However, the prohibition against applicants who are felons or against employees, partners, or other persons involved in the business who are felons obtaining a permit shall not apply to a felon whose citizenship rights, including the right to possess firearms, have been fully restored by the Governor.

Within 10 business days of the completion of the review, the City Clerk shall issue a permit or deny a permit for reasons including but not limited to the following:

- (A) Fraud, misrepresentation, or false statement of material or relevant facts contained in the

- application; or
- (B) That the applicant has engaged in a fraudulent transaction or enterprise; or
  - (C) That the applicant has engaged in a pattern of criminal activity, fraud, misrepresentation, or false statement of material or relevant facts contained in the application; or
  - (D) Zoning code violation.

#### **§ 117.006 APPEAL.**

If the application for a permit is denied, the City Clerk shall mail to the applicant, by certified mail, a written statement of the decision with a brief statement of the reason(s) therefore. An appeal may be made in writing to the City Clerk, or their designee, within ten (10) days of the receipt of the decision. The written appeal shall state the specific grounds for the appeal. The Mayor shall designate 3 council members to hold a hearing within a reasonable time from the receipt of the appeal. At the hearing, the applicant or permit holder may be represented by counsel, may cross-examine witnesses, and may present evidence in their favor. The panel of council members may grant or deny the appeal. That decision shall be final.

#### **§ 117.007 EXPIRATION.**

Secondhand dealer, itinerant dealer, and pawnbroker permits shall expire on December 31<sup>st</sup> of the year in which it is issued. If a business is discontinued, moved, or sold within one (1) year after issuance, the permit expires and a new permit must be obtained before the business is recommenced. The annual permit is a personal privilege and shall not be transferable, nor shall there be a partial refund of the application fee where the permit holder discontinues their business prior to December 31<sup>st</sup> of the year in which the permit was issued.

#### **§ 117.008 REVOCATION.**

Any permit may be recommended for revocation by the City Clerk, or their designee if it is found that the permit holder has knowingly violated any provision of this section. The Mayor shall designate 3 council members to hold a hearing. The City Clerk shall mail to the permit holder, by certified mail, a written notice of the hearing twenty (20) days before the hearing date. The notice shall set forth the grounds of the proposed revocation and the time and place of the hearing. At the hearing, the permit holder may be represented by counsel, may cross-examine witnesses, and present evidence in their favor. The decision of the panel of council members shall be final.

#### **§ 117.009 RECORDS OF TRANSACTIONS AND RETENTION OF PURCHASES.**

(A) Records. The City of Marshalltown Chief of Police shall designate an Internet-based property tracking service. Every permit holder, shall report each transaction of secondhand goods and tangible personal property within seventy-two (72) hours of the transaction to the Internet-based tracking service. Itinerant dealers have the option to keep and maintain a physical record book of transactions that shall be presented to the Marshalltown Police Department for inspection and photocopying before the itinerant dealer leaves the City of Marshalltown if they choose not to utilize the Internet-based tracking service. The record of each transaction shall include:

- (1) an accurate and detailed account of the sale, purchase, pawn, trade, or exchange;
- (2) serial and model numbers, a transcription of any engraving or other identifying labels, marking, or writings located on the item, the brand name, and model name;

- (3) the number and description of any decorative precious or semiprecious gems, stones, or jewelry;
  - (4) the date and time of the transaction; and
  - (5) a description of the person selling, consigning, purchasing, pawning, trading, or exchanging the item, which description shall include the person's first and last name, address of residence, date of birth, and driver's license or state-issued identification card number including the state.
- (B) Antique dealer. Every antique dealer shall be exempt from the recording, reporting, and retention requirements of this Section.
- (C) Transactions exempt from reporting: Any transaction of the following shall not be required to comply with the reporting and retention requirements of this Section:
- (1) Any transaction of goods at a garage sale, yard sale, or estate sale, which shall be construed as the infrequent, periodic sale of miscellaneous household or personal articles on the premises of a private residence;
  - (2) Any consignment transaction of secondhand goods or the sale of secondhand goods donated without compensation;
  - (3) Any transaction of goods at an auction.
- (D) Retention of Items. No dealer shall sell, deliver, melt, change the form of, or dispose of any item subject to this Section of the Code of Ordinances within ten (10) business days of the acquisition of such item unless one of the following exceptions is met:
- (1) Permission to do so is granted in writing by the City of Marshalltown Chief of Police or designee; or
  - (2) A pawned item is returned to the person who pawned the item within the ten (10) day retention period pursuant to the agreed upon terms; or
  - (3) The item is bullion.
  - (4) The City of Marshalltown Chief of Police or designee may inspect all items for which a request to dispose of has been granted before the end of the ten (10) day retention period.

**§ 117.010 INSPECTION OF PREMISES.** Every permit holder shall admit any police officer to its premises during its regular business hours to examine articles purchased or received; and to search for and to take into possession any article known by that officer to have been reported missing or known or believed by the officer to have been stolen.

**§ 117.011 PROHIBITIONS.**

- (A) No permit holder shall conceal, secrete, or destroy for the purpose of concealing, any item purchased or acquired for the purpose of preventing identification thereof by a police officer or any person claiming to own the same.
- (B) It shall be unlawful for any permit holder in the course of business to acquire by purchase, barter, exchange, or pawn, any goods from any person under eighteen (18) years of age.
- (C) It shall be unlawful for any permit holder to acquire by purchase, barter, exchange, or pawn, items bearing evidence of a serial number that has been tampered with or scratched, or obliterated in any manner unless such person immediately contacts the Marshalltown Police Department.
- (D) It shall be unlawful for any permit holder to acquire by purchase, barter, exchange, or pawn, any items prior to examining photo identification with a physical description of the person

selling, bartering, exchanging, or pawning said articles.

(E) It shall be unlawful for any permit holder to intentionally misrepresent or falsify any record of an item, seller, or transaction required to be reported to the Marshalltown Police Department under this chapter.

**§ 117.099 VIOLATIONS.**

Violations of the provisions of this chapter shall constitute municipal infractions punishable as provided in § 10.999 of this code of ordinances including but not limited to the imposition of civil penalties and/or requests for injunctive relief. After written notice of such violation, each day a violation is permitted to exist beyond the expiration of the time designated on said notice shall constitute a separate offense.

**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 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 4.** That this ordinance shall be in full force and in effect after its passage and publication as by law.

Passed this \_\_\_\_ day of \_\_\_\_\_ 2022, and signed this \_\_\_\_ day of \_\_\_\_\_, 2022.

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 \_\_\_\_\_ 2022, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Alicia Hunter, City Clerk

## **ORDINANCE 15054**

### **AN ORDINANCE TO REPEAL CHAPTER 152: HOUSING CODE OF THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA AND TO ADOPT BY REFERENCE THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE WITH AMENDMENTS**

**WHEREAS**, the Code of Ordinance of the City of Marshalltown, Iowa Chapter 152: Housing Code, contains regulations administering a rental housing program as required by Iowa Code 364.17; and

**WHEREAS**, recommendations have been presented to the City Council to repeal the current chapter 152 and adopt by reference the 2021 International Property Maintenance Code with Amendments as the City of Marshalltown Housing Code; and

**WHEREAS**, the City Council of the City of Marshalltown finds it is in the best interest of the City to repeal Chapter 152 and enact and adopt by reference the 2021 International Property Maintenance Code with Amendments in its place.

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

**Section 1.** The Code of Ordinance, City of Marshalltown, Iowa is amended by repealing Chapter 152: Housing Code and adopting the 2021 International Property maintenance Code with Amendments.

#### **§152.001 CITATION OF CHAPTER.**

This chapter may be referred to as the “Marshalltown Housing Code”

#### **§152.002 ADOPTION OF HOUSING STANDARDS.**

The International Property Maintenance Code, 2021 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended.

#### **§152.003 AMENDMENTS, MODIFICATION, ADDITIONS AND DELETIONS.**

The following amendments, modifications, additions and deletions to the International Property Maintenance Code, 2021 Edition, are hereby made:

(A) Amend Section 101.1 Title. (insert): [Marshalltown]

(B) Amend Section 101.2 Scope. Delete language and insert in lieu of the following: The provisions of this code shall apply to all renter-occupied residential structures and all existing renter-occupied residential premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner’s authorized agent, operators and occupants; the occupancy of existing structures and premises, and for

administration, enforcement and penalties.

(C) Amend Section 103.1 Creation of agency. (insert) [Housing and Community Development]

(D) Amend Section 107.1 General. Insert the following sentence at the end of the section. The City of Marshalltown Building Board of Appeals shall serve as the official board of appeals.

(E) Amend Section 202 General Definitions.

RENTER-OCCUPIED. A dwelling-unit that is occupied by a person or group of persons who are not the owner or immediate family member of the owner; family member includes a parent, child, grand-parent, grand-child or sibling.

(F) Amend Section 302.4 Weeds. (insert) [ten (10) inches] and amend the final sentence as follows. Weeds shall be defined as all gasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers, gardens or storm water retention and/or detention areas approved by the City.

(G) Amend Section 303.2 Enclosures. Delete language and insert in lieu of the following: A swimming pool shall comply with the Marshalltown Code of Ordinances Chapter 155: Swimming Pools.

(H) Amend Section 304.14 Insect Screens. (insert) [April 15th] to [October 15th]

(I) Amend Section 308.2.1 Rubbish storage facilities. Delete language and insert in lieu of the following: The *owner* of every occupied *premises* consisting of three or more dwelling units shall supply *approved* covered containers for *rubbish*, and the *owner* of the premises shall be responsible for the removal of *rubbish*. The *owner* or *occupant* of a single-family attached, single-family detached and two-family dwelling unit shall supply *approved* covered containers for *rubbish* and be responsible for the removal of *rubbish*.

(J) Add new Section 602.2.1 Supplemental Heat Supply. Portable unvented fuel-burning space heaters and electric space heaters which are not listed and labeled (UL 1278) are prohibited form use in a residential occupancy. Electric space heaters which are listed and labeled (UL 1278) must have an auto shutoff, shall not be plugged into an extension cord, and shall not be operated within three (3) feet of any combustible material.

(K) Amend Section 602.3 Heat Supply. (insert) [September 15th] to [May 15th]

(L) Amend Section 602.4 Occupiable work spaces. (insert) [September 15th] to [May 15th]

(M) Amend Section 605.2 Receptacles. Insert new sentence prior to last sentence of paragraph in Section 605.2 with the following language: Any accessible receptacle within 6 feet of a water source shall be provided with ground fault circuit interrupter protection.

(N) Amend Section 705.1 General. Insert the following language to the end of the paragraph:

In addition, carbon monoxide alarms and detectors shall be installed in accordance with Iowa Code Section 661—Chapter 211.

(O) Add new Section 705.3 Installation Locations. Installation locations shall be in conformance with the International Fire Code, the International Residential Code, Iowa Code, and at the location closest to the hazard of an attached garage or fuel-fired appliance.

#### **§152.004 APPLICATION; CERTIFICATE OF COMPLIANCE; YEARLY REGISTRATION; FEES; INSPECTIONS; DENIAL OR REVOCATION**

(A) Application. A completed application and applicable fee shall be submitted prior to occupancy of any dwelling unit.

(B) Issuance of Certificate of Compliance. A certificate of compliance shall be issued by the City for a dwelling unit following a passing inspection. The certificate of compliance shall remain in effect until the next scheduled inspection unless sooner revoked by the City due to violations of the Housing Code. A single certificate of compliance may be issued for a multiple dwelling units at the same location if all dwelling units have passed inspection.

(C) Yearly Registration. The City shall require a yearly registration of all dwelling units. The owner shall register all dwelling units and pay any applicable fees. Failure to register a dwelling unit may result in the revocation of the certificate of compliance.

(D) Fees. The City Council shall establish, by resolution, a schedule of fees associated with the administration and enforcement of the Housing Code.

(E) Inspections. The City shall establish an inspection schedule for registered dwelling units. Failure to comply with the established inspection schedule may result in the revocation of the certificate of compliance.

(F) Denial or Revocation. The owner shall be notified by the City if a dwelling unit is not in compliance and shall be given thirty (30) days to bring the dwelling unit into compliance or vacate the dwelling unit before the certificate of compliance is denied or revoked.

#### **§152.005 APPEALS**

Appeals must be filed in writing to the Housing and Community Development Department within thirty (30) days of the code official's decision. Appeals are heard by the Building Board of Appeals.

#### **§152.006 VIOLATIONS**

Violations of the provisions of this chapter shall constitute municipal infractions punishable as provided in § 10.999 of this code of ordinances including but not limited to the imposition of civil penalties and/or requests for injunctive relief. After written notice of such violation, each day a violation is permitted to exist beyond the expiration of the time designated on said notice shall constitute a separate offense.

**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 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 4.** That this ordinance shall be in full force and in effect January 1, 2023, after its



passage and publication as by law.

Passed this \_\_\_\_ day of \_\_\_\_\_ 2022, and signed this \_\_\_\_ day of \_\_\_\_\_, 2022.

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 \_\_\_\_\_ 2022, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Alicia Hunter, City Clerk

# MARSHALLTOWN

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## I O W A

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Joel Greer, Mayor  
Jessica Kinser, Administrator  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5701  
Fax - (641) 754-5717

**TO:** Mayor Greer and City Council  
**FROM:** Michelle Spohnheimer, Housing & Community Development Director  
**DATE:** 11/14/2022  
**RE:** Rental Inspections - Adoption of updated Housing Code including by reference the 2021 International Property Maintenance Code

### Policy Issue:

|                                                                      |                                                                                                    |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Goal 1: Expand and improve development      | <input checked="" type="checkbox"/> Goal 3: Continually improve the City's organization & services |
| <input type="checkbox"/> Goal 2: Enhance Marshalltown's public image | <input type="checkbox"/> Goal 4: Partner with others to improve quality of life                    |

### Specific Objective/Action:

- *Goal 3: Objective 1: Review policies, procedures and ordinances for updates.* One of our goals has been to adopt the International Property Maintenance Code related to the rental housing program.

**Recommendation:** The City is required under Iowa Code to administer a rental housing inspection program and adopt minimum housing standards. Based on prior discussions staff is proposing the adoption of the 2021 International Property Maintenance Code (IPMC) with amendments to serve as the new Housing Code standards. The IPMC is part of the International Code Council series which we use for other codes. Many communities use the IPMC as their Housing Code.

I have reviewed the IPMC and made some recommended amendments based on our current codes and common amendments identified by other communities as a comparison. This change will bring us more in line with comparable communities.

Staff recommends holding all three readings for the opportunity to receive public input.

**Budget Impact:** Updating the code does not have a direct budget impact to the City. We are required to adopt standards and the IPMC is a commonly accepted code.

Once adopted, we will purchase a copy for the library for public viewing. The code is also available online to view at <https://codes.iccsafe.org/content/IPMC2021P2>

**Description/Background:** This proposal was discussed at the strategic planning session in 2021 for 2022 implementation.

### CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,  
Jeff Schneider, Gary Thompson, Dex Walker





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

City Council  
Marshalltown, IA  
11/14/2022

Dear Councilors,

On behalf of the downtown community, thank you for your previous and continued support of downtown Marshalltown. Together, we are creating a downtown community that will be the vibrant, welcoming, and beautiful heart of our diverse community. Your investment ensures the continuation of that vision and positions our community for growth.

For the budget year beginning in July 2023, the MCBBD is requesting a total city contribution of \$55,000. The current city contribution is \$40,000. In addition to supporting increasing event, technology, and administrative costs, this significant contribution increase will support two major new initiatives for the MCBBD:

- Summer Intern Support
  - Increased volunteer engagement
  - Increased participation and measurable impact from events
  - Free up administrative capacity for business engagement and DTR grant support
- Downtown Beautification and Design
  - Upgraded Flower Baskets / Berms
  - Alleyway Improvements
  - Wayfinding

We have also been considering the request from the council regarding how to significantly accelerate the growth and recovery of downtown as we complete the restoration and rebuilding of our downtown. With that in mind, we ask the council to consider an additional contribution of \$40,000 for a total of \$95,000 for the fiscal year beginning in 2023. This additional funding will support the addition of support staff that will allow our Executive Director to focus on bringing MSI economic development tools our community. This includes:

- Recruiting and training support for economic development chair
- Main Street Iowa market analysis
- Ready to Recruit program

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. Again, thank you for your consideration and support.

Regards,

President  
Marshalltown Central Business District