

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
NOVEMBER 28, 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**

1. **YEARS OF SERVICE - NOVEMBER**

- Donald Barker - Fire - 25 years
- Kevin Pantle - Sewer - 10 years
- Joe Trowbridge - Housing - 5 years

E. **CONSENT AGENDA**

1. **APPROVE MINUTES 11/14/22 MEETING AND BILL LIST
\$2,844,651.33**

Documents:

[2022-11-14 SIGNED Council Minutes.pdf](#)
[2022-11-28_BILL LIST_Summary.pdf](#)
[2022-11-28_BILL LIST_Detail.pdf](#)

2. APPROVE LIQUOR LICENSE RENEWAL FOR DAVE'S, 207 E MAIN ST
3. RESOLUTION 2022-310 SETTING A PUBLIC HEARING FOR THE STATUS OF FUNDING UPDATE FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC FACILITIES GRANT PROGRAM FOR THE ELKS PARK IMPROVEMENT PROJECT

Documents:

[2022-11-28_2022-310_Resolution Setting PH Status of Funding Update CDBG Grant Elks Park.pdf](#)
[2022-11-28_2022-310_Memo on Public Hearing for Elks Park CDBG Status of Funded Activities.pdf](#)
[2022-11-28_2022-310_Elks Park - Public Hearing Notice.pdf](#)

4. RESOLUTION 2022-311 APPROVING TRANSIT DIVISION EQUIPMENT PURCHASE CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND CYRIDE IN AMES, IOWA FOR TWO TRANSIT VEHICLES

Documents:

[2022-11-28_2022-311_Resolution Approve Transit Bus Purchase.pdf](#)
[2022-11-28_2022-311_Memo - Council Action Vehicle Purchase.pdf](#)

5. RESOLUTION 2022-312 APPROVING A HOME AND COMMUNITY BASED PROVIDER SERVICES AGREEMENT WITH MOLINA HEALTHCARE OF IOWA, INC. AS THE STATEWIDE MANAGED CARE ORGANIZATION FOR TRANSIT RIDES COVERED BY MEDICARE

Documents:

[2022-11-28_2022-312_Resolution Approving Contract with Molina Healthcare Transit Service.pdf](#)
[2022-11-28_2022-312_Memo - Council Action Molina Contract Memo.pdf](#)
[2022-11-28_2022-312_Molina Contract.pdf](#)

6. RESOLUTION 2022-313 APPROVING THE FIRST STATE OF IOWA NEMT AMENDMENT LETTER OF AGREEMENT WITH MEDICAL TRANSPORTATION MANAGEMENT, INC. (MTM) FOR PUBLIC NON-EMERGENCY MEDICAL TRANSPORT

Documents:

[2022-11-28_2022-313_Resolution Approving Contract with MTM Transit Service.pdf](#)
[2022-11-28_2022-313_Memo - Council Action MTM](#)

7. RESOLUTION 2022-314 APPROVING VOLUNTARY PRE-ANNEXATION AGREEMENT FOR 2236 HIGHLAND ACRES ROAD BETWEEN THE CITY OF MARSHALLTOWN AND GLENN AND LORRAINE ASH

Documents:

2022-11-28_2022-314_MEMO_2236 Highland Acres Rd Annexation.pdf
2022-11-28_2022-314_Resolution Approving Annexation Agreement_2236 Highland Acres Rd.pdf
2022-11-28_2022-314_2236 Highland Acres_Annexation Agreement.pdf
2022-11-28_2022-314_Annexation App_2236 Highland Acres Rd.pdf

8. RESOLUTION 2022-315 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:

2022-11-28_2022-315_Resolution Setting PH CDBG Derecho Disaster Funds.pdf
2022-11-28_2022-315_PH Notice CDBG Derecho Projects2.pdf

9. RESOLUTION 2022-316 TO APPROVE A 4-MONTH EXTENSION OF TIME TO COMPLETE THE CITY CODE UPGRADE GRANT WORK FOR 210 E. MAIN STREET

Documents:

2022-11-28_2022-316_Resolution to Approve Extension Code Upgrade 210 E Main St.pdf
2022-11-28_2022-316_Extension Request Deim Holdings 11.21.22.pdf

10. RESOLUTION 2022-317 APPROVING CONTRACT CHANGE ORDER #13 FOR THE AIRPORT HANGAR/TERMINAL PROJECT. A DECREASE OF \$2633.37

Documents:

2022-11-28_2022-317_Resolution Approving CO13 ARP19001.pdf
2022-11-28_2022-317_Memo_ARP 19-001_CO 13_2022 11 28.pdf
2022-11-28_2022-317_ARP 19-001 Airport Change Order

11. RESOLUTION 2022-318 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING CON-STRUCT, INC. THE AIRPORT TERMINAL DEMOLITION

Documents:

2022-11-28_2022-318_Resolution Airport Terminal Demo Completion.pdf
2022-11-28_2022-318_Memo - Terminal Demo _ 22 11 28.pdf
2022-11-28_2022-318_Terminal Demo Completion Statement.pdf

12. RESOLUTION 2022-319 APPROVING THE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING 2022

Documents:

2022-11-28_2022-319_Resolution Approving Annual City Financial Report for FY22.pdf
2022-11-28_2022-319_FY22 Annual Financial Report memo.pdf
2022-11-28_2022-319_Annual City Financial Report FY22.pdf

13. RESOLUTION 2022-320 OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT SUCCEEDING FISCAL YEAR FOR URBAN RENEWAL AREA 3

Documents:

2022-11-28_2022-320_Resolution Approving Annual Appropriation Resolution for TIF 3.pdf
2022-11-28_2022-320_Memo - TIF Annual Appropriations.pdf

14. RESOLUTION 2022-321 OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT SUCCEEDING FISCAL YEAR FOR URBAN RENEWAL AREA 4

Documents:

2022-11-28_2022-321_Resolution Approving Annual Appropriation Resolution for TIF 4.pdf
2022-11-28_2022-321_Memo - TIF Annual Appropriations.pdf

15. RESOLUTION 2022-322 AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO. 2

Documents:

[2022-11-28_2022-322_Resolution Authorizing Internal Debt Reimbursement TIF UR Area No.2.pdf](#)

16. RESOLUTION 2022-323 AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO. 3

Documents:

[2022-11-28_2022-323_Resolution Authorizing Internal Debt Reimbursement TIF UR Area No.3.pdf](#)

17. RESOLUTION 2022-324 AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO. 4

Documents:

[2022-11-28_2022-324_Resolution Authorizing Internal Debt Reimbursement TIF UR Area No.4.pdf](#)

18. RESOLUTION 2022-325 AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO. 7

Documents:

[2022-11-28_2022-325_Resolution Authorizing Internal Debt Reimbursement TIF UR Area No.7.pdf](#)

F. REPORTS

1. REPORT- Water Expansion Project- Shelli Lovell, General Manager, Marshalltown Water Works

G. RESOLUTIONS

1. RESOLUTION 2022-326 AUTHORIZING AND APPROVING A LOAN AGREEMENT, PROVIDING FOR THE ISSUANCE OF \$9,555,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2022A, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME

Documents:

[2022-11-28_2022-326_2022A Iss GO CP LA \(Marshalltown 422742-51\) 2022-v3.pdf](#)
[2022-11-28_2022-326_2022A Loan Agreement \(Marshalltown 422742-51\) 2022-v2.pdf](#)

[2022-11-28_2022-326_2022A UMB Updated Reg PA \(Marshalltown 422742-51\) 2022-v2.pdf](#)
[2022-11-28_2022-326_FINAL CDC Series 2022AB - over 10 Million 2019 ver \(Marshalltown 51\)-v1.pdf](#)

2. RESOLUTION 2022-327 AUTHORIZING AND APPROVING A LOAN AGREEMENT, PROVIDING FOR THE ISSUANCE OF \$610,000 TAXABLE GENERAL OBLIGATION PROPERTY RESTORATION BONDS, SERIES 2022B, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME

Documents:

[2022-11-28_2022-327_Taxable 2022B Iss GO Prop Rest LA \(Marshalltown 422742-51\) 2022-v4.pdf](#)
[2022-11-28_2022-327_Taxable 2022B Loan Agreement \(Marshalltown 422742-51\) 2022-v1.pdf](#)
[2022-11-28_2022-327_Taxable 2022B UMB Updated Reg PA \(Marshalltown 422742-51\) 2022-v2.pdf](#)

3. RESOLUTION 2022-328 APPROVING THE ANNUAL STREET FINANCIAL REPORT FOR FISCAL YEAR ENDING 2022

Documents:

[2022-11-28_2022-328_Resolution Approving Annual Street Financial Report for FY22.pdf](#)
[2022-11-28_2022-328_FY22 Street Financial Report memo.pdf](#)
[2022-11-28_2022-328_City Street Finance Report for FY22 Marshalltown.pdf](#)

4. RESOLUTION 2022-329 APPROVING MASTER SERVICES AGREEMENT FOR AUTOMATED TRAFFIC ENFORCEMENT SERVICES WITH SENSYS GATSO GROUP

Documents:

[2022-11-28_2022-329_Resolution Approving Sensys Gatso Group ATE Agreement.pdf](#)
[2022-11-28_2022-329_Memo Automated Traffic Enforcement Contract Sensys Gatso Group.pdf](#)
[2022-11-28_2022-329_ATE Master Services Agreement.pdf](#)

5. RESOLUTION 2022-330 APPROVING CONTRACT CHANGE ORDER #5 FOR THE BOX CULVERT PROJECT #SMW20003, AN INCREASE OF \$7620.00

Documents:

[2022-11-28_2022-330_Resolution Approving SMW20003 Box Culvert Increase CO.pdf](#)
[2022-11-28_2022-330_Memo SMW20003 Box Culvert](#)

Repair CO5 2022 11 23 22.pdf
2022-11-28_2022-330_SMW20-003 Box Culvert Change
Order No 5.pdf

6. RESOLUTION 2022-331 APPROVING CONTRACT CHANGE
ORDER #3 FOR THE AIRPORT HANGAR, TERMINAL AND SITE
PROFESSIONAL SERVICES, AN INCREASE OF \$12,500.00

Documents:

2022-11-28_2022-331_Resolution Approving CO3
ARP19001.docx
2022-11-28_2022-331_Memo_Airport CGA Amendment
Requests_2022 11 28.pdf
2022-11-28_2022-331_ARP19001 Airport Hangar CGA
Amend 3_PO 00961_01225 w attachments.pdf

7. RESOLUTION 2022-332 APPROVING CONTRACT CHANGE
ORDER #4 FOR THE AIRPORT HANGAR, TERMINAL AND SITE
PROFESSIONAL SERVICES, AN INCREASE OF \$14,000.00

Documents:

2022-11-28_2022-332_Resolution Approving CO4
ARP19002.pdf
2022-11-28_2022-332_Memo_Airport CGA Amendment
Requests_2022 11 28.pdf
2022-11-28_2022-332_ARP19002 Airport Hangar CGA
Amend 4_PO 00962 w attachments.pdf

8. RESOLUTION 2022-333 APPROVING CONTRACT CHANGE
ORDER #14 FOR THE AIRPORT HANGAR/TERMINAL PROJECT,
A DECREASE OF \$5,500.00

Documents:

2022-11-28_2022-333_Resolution Approving CO14
ARP19001 Decrease.pdf
2022-11-28_2022-333_Memo_ARP 19-001_CO 14_2022
11 28.pdf
2022-11-28_2022-333_ARP19001 Change Order 14_City
Prepared.pdf

9. PUBLIC HEARING AND RESOLUTION 2022-334 PROVIDING FOR
THE CONVEYANCE AND TRANSFER OF TITLE TO A PORTION
OF VACATED BUT UNCONVEYED ALLEY TO 918 SOUTH 11TH
AVENUE

Documents:

2022-11-28_2022-334_Resolution Convey Alley 918 S 11th
Ave.pdf
2022-11-28_2022-334_Memo QCD 918 S 11th Vacated
Alley.pdf

[2022-11-28_2022-334_Ordinance 8523 Dated 07-28-1953.pdf](#)
[2022-11-28_2022-334_Resolution 1953-8526 Providing Sale and Conveyance Vacated Alley 08-03-1953.pdf](#)

10. PUBLIC HEARING ON DEVELOPMENT AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, INC. (FACADE IMPROVEMENT PROGRAM)

1. RESOLUTION 2022-335 APPROVING DEVELOPMENT AGREEMENT WITH MARSHALLTOWN CENTRAL BUSINESS DISTRICT, INC., AUTHORIZING TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT (FACADE IMPROVEMENT PROGRAM)

Documents:

[2022-11-28_2022-335_Hold Hrg Dev Agmt AA - Facade \(Marshalltown-50 2022\)-v2 \(1\).pdf](#)
[2022-11-28_2022-335_Memo MCBF Facade Agreement 11.14.22.pdf](#)
[2022-11-28_2022-335_MCBF Facade Agreement \(Marshalltown 50 2022\)-v1.pdf](#)

11. PUBLIC HEARING FOR A MARSHALLTOWN COMMUNITY DEVELOPMENT AND HOUSING NEEDS ASSESSMENT AND REVIEW OF THE APPLICATIONS FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DERECHO DISASTER FUNDS

1. RESOLUTION 2022-336 OF SUPPORT FOR PROJECT 1 AND PROJECT 2 OF THE CITY OF MARSHALLTOWN APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY FUNDING FOR INFILL FOR SALE HOUSING

Documents:

[2022-11-28_2022-336_Resolution of Support for City CDBG-DR Applications.pdf](#)

2. RESOLUTION 2022-337 OF SUPPORT FOR HUEGERICH CONSTRUCTION COMPANY, HCI50158 INVESTMENT LLC, HUEGERICH HOLDINGS LLC APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY FUNDING FOR INFILL FOR SALE HOUSING

Documents:

[2022-11-28_2022-337_Resolution of Support for HCI CDBG-DR Application.pdf](#)

12. PUBLIC HEARING ON DEVELOPMENT AGREEMENT WITH

MARSHALLTOWN COMPANY

1. RESOLUTION 2022-338 APPROVING DEVELOPMENT AGREEMENT WITH MARSHALLTOWN COMPANY, AUTHORIZING TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT

Documents:

[2022-11-28_2022-338_Hold Hrg Dev Agmt AA - MC \(Marshalltown-46 2022\)-v2.pdf](#)
[2022-11-28_2022-338_Development Agreement Marshalltown Company.pdf](#)

2. RESOLUTION 2022-339 OBLIGATING FUNDS FROM THE URBAN RENEWAL TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF ANNUAL APPROPRIATION TAX INCREMENT FINANCED OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT SUCCEEDING FISCAL YEAR FOR URBAN RENEWAL AREA 2

Documents:

[2022-11-28_2022-339_Resolution Approving Annual Appropriation Resolution for TIF 2.pdf](#)
[2022-11-28_2022-339_Memo - TIF Annual Appropriations.pdf](#)

13. RESOLUTION 2022-340 AUTHORIZING CERTIFICATION OF CODE OF IOWA 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS TO THE COUNTY AUDITOR FOR EACH URBAN RENEWAL AREA WITHIN THE CITY OF MARSHALLTOWN FOR FY24

Documents:

[2022-11-28_2022-340_Resolution Authorizing Certification of TIF Indebtedness FY24.pdf](#)
[FY24 TIF Certifications memo.pdf](#)
[TIF Cert UR Area 2.pdf](#)
[TIF Cert UR Area 3.pdf](#)
[TIF Cert UR Area 4.pdf](#)
[TIF Cert UR Area 7.pdf](#)

H. ORDINANCES

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

3RD READING

Documents:

[2022-11-28_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 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE WITH AMENDMENTS

- 2nd Reading 11/28/22
- 3rd Reading 12/12/22
- Proposed Effective Date 1/1/23

Documents:

[2022-11-28_ORD 15054_CH 152 Housing Code Amendment.pdf](#)
[2022-11-28_ORD 15054_MEMO Housing Code Adoption.pdf](#)

3. ORDINANCE 15055 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 70: GENERAL PROVISIONS TO PROVIDE REGULATIONS FOR AUTOMATED TRAFFIC ENFORCEMENT

1ST READING

Documents:

[2022-11-28_ORD 15055_Amend CH 70 Automated Traffic Enforcement.pdf](#)
[2022-11-28_ORD 15055 MEMO Automated Traffic Enforcement Ordinance.pdf](#)

I. **DISCUSSION**

1. DISCUSSION - Downtown Site Furnishings

Documents:

[Memo Downtown Site Furnishings.pdf](#)
[Downtown Site Furnishings Final.pdf](#)
[Downtown Phase 1 and 2 Site Furnishings Diagram.pdf](#)
[LOST detail FY23 Nov 18 2022.pdf](#)

2. DISCUSSION - Proposal For Implementing A Franchise Fee
Council Members Isom, Schneider, and Walker

Documents:

[Proposal for Use of a Franchise Fee.pdf](#)

3. Discussion - Brownfields Program Update

Documents:

[MEMO_Brownfields Program Update.pdf](#)
[Brownfields Brochure 2022.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

**COUNCIL PROCEEDINGS
NOVEMBER 14, 2022**

Mayor Greer called the meeting to order at 5:30 pm, November 14, 2022, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Hoop, Isom, Kell, Ladehoff, Thompson, Walker; Absent: Schneider. Mayor Greer recognized the efforts of the downtown clean-up event and presented Diana Steiner, Finance Director with the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ending 2021.

CONSENT AGENDA

Motion by Isom, second by Ladehoff to adopt the consent, agenda less items 5, 8, 9, 10, 11, 12, and 15: APPROVE MINUTES 10/24/22 MEETING AND BILL LIST \$3,326,800.00; APPROVE LIQUOR LICENSE RENEWAL-EAST SIDE LIQUOR & GROCERY, 1116 E NEVADA ST (WITH OWNERSHIP UPDATE); RECEIPT OF BUILDING PERMIT REPORT-OCT 2022; APPROVE AUGUST 2022 FINANCIAL STATEMENTS; RESOLUTION 2022-293 APPROVING LEASE BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND MARSHALLTOWN SOFTBALL ASSOCIATION, INC; 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; 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; 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; RESOLUTION 2022-303 APPROVING CONTRACT CHANGE ORDER #4 FOR THE EDGEWOOD EXTENSION PROJECT #STR19003, A DECREASE OF \$123,747.11; RESOLUTION 2022-304 APPROVING THE FY22 ANNUAL URBAN RENEWAL REPORT FOR THE CITY OF MARSHALLTOWN. Motion carried 6-0.

Motion by Isom, second by Walker to adopt RESOLUTION 2022-292 APPROVING A LEASE AGREEMENT WITH THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT FOR THE USE OF LAND AS A CITY PARK. Councilor Thompson would like the city to reduce the number of parks. Motion carried 5-1, Thompson dissenting.

Motion by Isom, second by Ladehoff to adopt 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. Councilor Thompson does not agree with city government developing property. Motion carried 5-1, Thompson dissenting.

Motion by Isom, second by Ladehoff to adopt RESOLUTION 2022-296 APPROVING THE PURCHASE OF 8 NORTH 5TH AVENUE. Jessica Kinser, City Administrator presented a

revised purchase agreement to include HUD restrictions for conditional contracts. Motion carried 5-1, Thompson dissenting.

Motion by Ladehoff, second by Isom to adopt RESOLUTION 2022-297 APPROVING THE PURCHASE OF PARCEL 8318-10-279-004 IN THE 2500 BLOCK OF SOUTH 6TH STREET. Jessica Kinser, City Administrator advised the purchase agreement will be revised to include HUD restrictions for conditional contracts. Motion carried 4-2, Thompson and Walker dissenting.

Motion by Isom, second by Kell to adopt RESOLUTION 2022-298 APPROVING A QUIT CLAIM DEED TO ESTABLISH CITY OWNERSHIP OF A VACATED ALLEY. Motion carried 5-1, Thompson dissenting.

Motion by Isom, second by Kell to adopt 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. Motion carried 5-1, Thompson dissenting.

Motion by Isom, second by Kell to adopt 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. Motion carried 6-0.

REPORTS

John Hall and Andrew Potter with the Marshalltown Area Chamber of Commerce presented an updated tourism report. Efforts are focused on promoting Marshalltown for conferences, meetings, and events, and increased community marketing with the Livability publication, weekly newsletter, and social media. They also work with groups, organizers, and visitors on their events that contribute to the estimated \$50 million in economic impact to Marshall County.

RESOLUTIONS

Motion by Isom, second by Kell to adopt RESOLUTION 2022-305 AWARDING GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2022A. Maggie Burger, Speer Financial, presented the seven bids received on this tax-exempt bond and recommended proceeding with the low bid of 3.7958% interest from First National Capital Markets, Omaha Nebraska. She also reviewed Moody's bond rating of Aa2. Motion carried 4-2, Hoop and Thompson dissenting.

Motion by Isom, second by Walker to adopt RESOLUTION 2022-306 AWARDING TAXABLE GENERAL OBLIGATION PROPERTY RESTORATION BONDS, SERIES 2022B. Maggie Burger, Speer Financial, presented the three bids received on this taxable bond and recommended proceeding with the low bid of 5.0321% interest from Northland Securities, Inc., Minneapolis, Minnesota. Jessica Kinser, City Administrator advised this is for the Dangerous and Dilapidated Building program. Motion carried 4-2, Hoop and Thompson dissenting.

Motion by Isom, second by Ladehoff to adopt RESOLUTION 2022-307 APPROVING PROFESSIONAL SERVICES AGREEMENT FOR RENTAL HOUSING INSPECTION

SERVICES WITH SAFE BUILDING, LLC. Michelle Spohnheimer, Housing and Community Development Director advised three proposals were received and two interviews were held for rental inspection services. The committee recommended proceeding with Safe Building, LLC. Motion carried 5-1, Thompson dissenting.

Motion by Isom, second by Ladehoff to adopt 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. Jessica Kinser, City Administrator advised this agreement will be for the design of downtown reconstruction involving East Main Street from Center Street to 3rd Avenue and Center Street from State Street to Church Street. The design process will take approximately a year. The agreement does not include construction oversight and inspection which will be addressed at a later time. Motion carried 6-0.

Motion by Isom, second by Ladehoff to adopt 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. Jessica Kinser, City Administrator advised Marshalltown Company has completed phase 2 of their expansion and will be moving forward with phase 3 to be completed by December 31, 2025. The development agreement would be for the use of incremental taxes not to exceed \$2.9 million over 10 years to pay for public infrastructure improvements and a rebate of funds in lieu of property tax exemption. Motion carried 6-0.

ORDINANCES

Motion by Ladehoff, second by Isom to adopt the second 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 5-0.

Motion by Isom, second by Kell to adopt the first reading of ORDINANCE 15054 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. Michelle Spohnheimer, Housing and Community Development Director advised this revision would adopt the International Property Maintenance Code with amendments, which is part of the series which we use for other codes. Motion carried 6-0.

DISCUSSION

Cindy Parks, President of the Marshalltown Central Business District, was present to provide further information on the initiatives that would be implemented with an additional \$15,000 in funding which include a summer intern for staff support, and beautification and design projects for upgraded flower baskets and berms, alleyway improvements, and wayfinding. For the consideration of an additional \$40,000 in funding, they would also recruit and train support for the economic development chair, conduct Main Street Iowa market analysis, and implement the Ready to Recruit program. Councilor Thompson inquired if they have a plan in place to continue operations at the same level if they receive increased funding. Cindy Parks advised they would

look to corporate investors to continue funding. Councilors Walker and Kell would like key objectives of the initiatives identified to measure the return on investment. Public comment: Linda Clark, 306 S 2nd Ave, asked what businesses are asked to be investors and who is investing. Nate McCormick, 1705 Robertson Drive, past MCBBD president advised they can provide detail on the program initiatives however they need to build those programs to be able to measure the results. The additional \$40,000 in funding would not be feasible to absorb through fundraising in future years. Leigh Bauder, 401 Orchard Drive, suggested doing a "Walk of Fame" fundraiser to support operational funding. Motion by Thompson, second by Ladehoff to provide the Marshalltown Central Business District with \$95,000 in operational funding from council-designated local option sales tax for the fiscal year 2024. Motion carried 6-0.

PUBLIC COMMENT

Deb Millizer, Director of the Marshalltown Central Business District, thanked David Deemer, City Utilities Superintendent and his staff for the assistance in putting up the wreaths and reminded everyone the Holiday Stroll is on Saturday, November 19th from 4-8 pm.

Police Chief Tupper thanked the first responders with police, fire, and EMS who responded to the tragic car crash on November 4th. He also reminded the public of the snow ordinance regulations and advised the council there is a shortage of police vehicles and their order was canceled so they will need to work on another plan.

Linda Clark, 306 S 2nd Ave, advised the Marshalltown Community School District will be utilizing the Orpheum Theater as a welcome center to recruit students to the district. She stressed the importance of keeping the historic value in our community and maintaining it as a theater.

ADJOURNMENT

The meeting adjourned at 6:54 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 11/28/22

Buildings/Improvements

FirstIntBank/3	438.40
Menards/1	4.11

Consulting & Professional Fees

AHLERS.COONEY/1	60.00
Bolton&Menk.Inc/1	12,245.00
CottinghamButle/2	550.00
FirstIntBank/1	75.00
FOX Strand/2	18,381.40
Fox.Engrg.Assc/3	2,007.50
Health.Partners/1	11,824.14
I.L.E.A./1	450.00
Lynch.Dallas.PC/7	6,488.00
Pillar Inc/1	853.50
WHKS.Co/2	3,876.40

Contracts

Availa Bank/1	23,585.37
CIRO.DIIORIO/1	13,259.55
Controlled.Acce/2	79.00
First Due/1	16,150.00
FirstIntBank/6	2,387.16
Hanke,R/2	199.00
Impact.7G.Inc/1	9,450.00
Lansing.Bros/2	40,600.00
Marsh.Co.Landfi/4	266.05
Marshall.Co.Aud/1	2,500.00
M-B Co Inc/1	245,500.00
Menards/1	46,746.47
Mobius Group/1	1,400.00
Nagle,Signs/1	6,136.24
Premier.Equip/1	305.17
Region 6/4	4,280.00
Schendel.Pest.C/5	274.69
Servicemaster/1	1,847.00
Sterling.Fire/2	787.00
Teamwork1/1	5,978.75
Tri.State.Lock/1	48.00
Uitermarkt, Mel/1	17,300.00

Debt Service

UMB.Bank.NA/21	790,021.57
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Equipment

Construct/1	32,438.98
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Library Books

Baker.Taylor/49	4,264.18
Cengage.Learng/6	468.56
CenterPoint.Prn/1	190.56
Data Axle/1	1,250.00
FirstIntBank/8	587.87
MicroMarketing./4	296.99
OVERDRIVE,INC./4	768.48

Medical

Health.Partners/11	547,165.24
Hunter Lane LLC/2	200.91

Payroll.Net

Payroll/1	314,768.64
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Rebates

FirstIntBank/1	-2.20
Menards/3	-23.02

Refund/Reimbursed

Anson, Robert/1	34.21
Baker.Taylor/3	61.89
Cengage.Learng/1	28.49
Coughlin, Jerry/1	83.97
Curley, Suzie/1	63.76
Ekvall, Victor/1	263.27
FirstIntBank/8	84.91
Godinez, Cesar/1	55.98
Health.Partners/5	-31,969.64
Johnson, Jim/1	371.65
Mathes, Cary/1	147.73
Meh, Htwa/1	199.04
Nelson,J/1	93.30
Paglia, Wade/1	235.40
Sanchez, Maria/1	24.88
Turbiville, Meg/1	9.99
Whitcomb,Howard/1	167.94
Williams, Mark/1	80.86
Zink, Mary/1	188.16

Rents/Leases

PremierIowaCity/1	250.00
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Service/Repairs

AAA.Septic/1	100.00
Backflow.Preven/1	558.00
Century.Link/30	540.81
Centurylink.Id/5	9.75
Construct/1	40,375.00
Dirt.to.Turf/3	1,265.00
Fexsteve Ltd Co/4	93,525.00
FirstIntBank/41	5,931.33
Global Paymt/2	382.76
Hogeland.Auto.P/3	820.00
Independnt.Auto/1	400.00
Irwin, Tracy/1	50.00
Karl of Mtown/1	152.99
Manfull, Landon/2	1,620.00
McAtee.Tire/2	66.00
Menards/2	36.40
Midwest PanoLLC/1	1,908.57
Munic.Pipe.Tool/1	101,032.88
Plumb.Supply/2	76.57
Raven Creek/2	277.00
T.S.Y.S./2	104.47
Verizon.Wireles/3	93.32
WICKHAM,M/2	400.00
Wilson,K/1	195.00

Supplies/Parts

Adland.Engrvg/1	255.00
Arnold.Motor.Su/27	1,149.58
Atlantic.Bottli/1	699.47
Baker.Taylor/7	322.51

BILL LIST 11/28/22

BDH/1	108.00	M.F.P.R.S.I./4	121,024.99
Bitumnous/1	427.75	Polk.Co.Sheriff/1	662.26
Bound.Tree.Medi/4	580.06	United.Way/4	1,563.76
Browns.Shoe.Fit/1	180.00	Total/742	2,844,651.33
City.Laundering/6	362.19		
Cntrl.IA.Distr/2	152.00		
Cntrl.IA.Farm/1	204.76		
Cummins.Service/2	2,678.68		
EBSCO.Subscr/2	2,942.99		
Fastenal.Co/1	112.25		
FirstIntBank/148	20,435.21		
Galls.LLC/3	366.38		
Gervich.Sons/1	71.00		
Gillig.LLC/1	166.61		
Grimes.Asphalt/2	3,750.90		
Jensen.Inc/3	207.14		
Karl of Mtown/1	143.25		
Macqueen.Equip/1	50.92		
McAtee.Tire/2	34.90		
Menards/20	1,133.12		
Midland.Concret/3	1,217.38		
Midland.Scienti/3	1,870.65		
Napa.Auto/1	27.42		
Nutrien.Ag.Sol/1	1,990.00		
Office Max/1	56.25		
Raven Creek/1	4,660.00		
Shelangoski,W/2	194.23		
ShoBiz,Minutema/4	333.77		
Showcases,Inc/1	788.40		
Sign.Creations/1	1,065.00		
Spahn.Rose.Lmbr/5	393.65		
Thiesens.Supply/7	419.62		
Thompsons True/3	39.74		
TranslateLive/1	2,199.00		
Treasurer-ISU/1	1,592.00		
Veren,C/2	127.12		
Witmer.Public.S/1	167.60		
WW.Grainger/1	46.94		
Travel/Training			
FirstIntBank/11	2,257.51		
Utilities			
Alliant.Energy/69	48,566.54		
Consumr.Energy/2	426.38		
WoodRiver.Enrgy/2	710.55		
Wage Assignment			
American.Educa./1	64.41		
Collection.Svs./5	1,274.03		
Colonial.Life/2	413.78		
Entenmann.Rovin/2	501.50		
Fidelity.Securt/2	441.22		
FirstIntBank/3	53.92		
I.P.E.R.S./8	83,536.82		
I.R.S./6	86,374.77		
IA.Treasurer/2	18,644.65		
ICMA457Mission/12	15,284.50		

BILL LIST 11/28/22

Account Number	Vendor Name	Description (Item)	Amount
001.1010.5132.000	First Interstate Bank	DUTY GEAR FOR SGT TEJADA	\$ 67.98
001.1010.5132.000	First Interstate Bank	DUTY GEAR FOR OFC MAUSETH	\$ 173.56
001.1010.5132.000	First Interstate Bank	DUTY GEAR FOR OFC MAUSETH	\$ 82.44
001.1010.5132.000	First Interstate Bank	DUTY GEAR FOR OFC KRIMMER	\$ 39.99
001.1010.5132.000	First Interstate Bank	DUTY UNIFORM FOR LT ACCOLA	\$ 82.80
001.1010.5132.000	First Interstate Bank	DUTY GEAR FOR OFFICERS	\$ 398.66
001.1010.5132.000	First Interstate Bank	DUTY UNIFORM FOR LT WEEKLEY	\$ 61.20
001.1010.5132.000	First Interstate Bank	DUTY BOOTS FOR LT WEEKLEY	\$ 93.50
001.1010.5132.000	First Interstate Bank	DUTY GEAR FOR SGT TEJADA	\$ 53.13
001.1010.5132.000	First Interstate Bank	DUTY GEAR FOR OFC KRIMMER	\$ 219.99
001.1010.5132.000	First Interstate Bank	SWAT DUTY CLOTHING	\$ 62.99
001.1010.5132.000	GALLS LLC	Mauseth duty uniform	\$ 54.00
001.1010.5132.000	GALLS LLC	Lageschulte duty uniform	\$ 225.50
001.1010.5132.000	SHELANGOSKI, WYATT	Duty gear	\$ 158.37
001.1010.5132.000	SHELANGOSKI, WYATT	duty gear- radio pouch	\$ 35.86
001.1010.5132.000	VEREN, CASEE D	duty gear	\$ 74.90
001.1010.5132.000	VEREN, CASEE D	duty gear	\$ 52.22
001.1010.5230.000	First Interstate Bank	INTEL REQUESTS	\$ 75.00
001.1010.5230.000	ILEA	Evals of 3 MMPI-2	\$ 450.00
001.1010.5342.000	SCHENDEL PEST CONTROL INC	PD monthly service	\$ 49.05
001.1010.5342.000	TRI STATE LOCK SERVICE	PD 24 duplicate keys	\$ 48.00
001.1010.5359.000	LHOGELAND AUTO PLAZA LLC	PD - tow to DCI	\$ 350.00
001.1010.5359.000	LHOGELAND AUTO PLAZA LLC	PD - tow from DCI	\$ 350.00
001.1010.5360.000	First Interstate Bank	POSTAGE	\$ 17.99
001.1010.5360.000	First Interstate Bank	POSTAGE	\$ 12.05
001.1010.5360.000	First Interstate Bank	POSTAGE	\$ 12.60
001.1010.5370.000	First Interstate Bank	BUSINESS CARDS FOR OFC ORTIZ	\$ 39.99
001.1010.5410.000	Independent Auto	PD 525 repair exhaust	\$ 400.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 516 tire sensors	\$ 36.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 527 tire repair	\$ 30.00
001.1010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 54.21
001.1010.5460.000	First Interstate Bank	CONFERENCE REGISTRATION FOR LT ACCOLA	\$ 700.00
001.1010.5460.000	First Interstate Bank	CONFERENCE REGISTRATION	\$ 590.00
001.1010.5460.000	First Interstate Bank	CONFERENCE REGISTRATION	\$ 395.00
001.1010.5464.000	First Interstate Bank	MEAL DURING TRAINING	\$ 18.52
001.1010.5464.000	First Interstate Bank	MEAL DURING TRAINING FOR LT ACCOLA	\$ 17.65
001.1010.5464.000	First Interstate Bank	MEAL TRAINING FOR OFC ALLEN	\$ 17.14
001.1010.5464.000	First Interstate Bank	MEAL DURING TRAINING FOR LT ACCOLA	\$ 13.90
001.1010.5464.000	First Interstate Bank	MEAL DURING TRAINING	\$ 19.90
001.1010.5464.000	First Interstate Bank	MEAL DURING TRAINING	\$ 29.00
001.1010.5465.000	First Interstate Bank	HOTEL STAY TRAINING	\$ 88.48
001.1010.5465.000	First Interstate Bank	HOTEL STAY TRAINING	\$ 358.40
001.1010.5465.000	First Interstate Bank	HOTEL STAY DURING TRAINING	\$ 309.24
001.1010.5565.000	JENSEN INC	PD 516 windshield hose	\$ 80.47
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 516 tire sensors	\$ 119.90
001.1010.5570.000	First Interstate Bank	FUEL FOR TRAVEL TO TRAINING	\$ 51.78
001.1010.5570.000	First Interstate Bank	FUEL FOR TRAVEL TO TRAINING	\$ 42.87
001.1010.5570.000	First Interstate Bank	FUEL FOR TRAVEL TO TRAINING	\$ 41.70
001.1010.5570.000	First Interstate Bank	FUEL FOR TRAVEL TO TRAINING	\$ 55.35
001.1010.5600.000	First Interstate Bank	RANGE CONSUMABLES	\$ 280.55
001.1010.5600.000	First Interstate Bank	STYLUS FOR PARKING ENFORCEMENT	\$ 8.89
001.1010.5600.000	First Interstate Bank	STYLUS FOR PARKING ENFORCEMENT	\$ (8.89)
001.1010.5600.000	First Interstate Bank	POTTING SOIL	\$ 2.84
001.1010.5600.000	First Interstate Bank	EXTENSION CORD, PUMP AND SHACKLES	\$ 59.84
001.1010.5600.000	First Interstate Bank	DES CALENDARS	\$ 18.28
001.1010.5600.000	First Interstate Bank	FLASH DRIVES	\$ 19.58
001.1010.5600.000	First Interstate Bank	FIRST AID EQUIPMENT	\$ 184.93
001.1010.5600.000	First Interstate Bank	FIRST AID EQUIPMENT	\$ 500.57
001.1010.5718.000	BDH INFORMATION TECHNOLOGY LLC	PD - WebCam	\$ 108.00
001.1010.5718.000	First Interstate Bank	WORKOUT EQUIPMENT FOR WORKOUT ROOM	\$ 409.95
001.1030.5481.000	ALLIANT ENERGY	2801 S 12th St EMG Sirens	\$ 22.02
001.1030.5481.000	ALLIANT ENERGY	25 N Center St Civil Defense Sirens	\$ 100.00
001.1030.5481.000	ALLIANT ENERGY	Tornado siren	\$ 20.37
001.1050.4879.000	MENARDS	rebate 62932 41846	\$ (3.85)

001.1050.4879.000	MENARDS	rebate 62993 73009	\$	(2.84)
001.1050.5132.000	GALLS LLC	FD employee clothing	\$	86.88
001.1050.5132.000	Witmer Public Safety Group Inc	rescue gloves	\$	167.60
001.1050.5280.000	First Interstate Bank	Fire Training Trial subscription- Clarion Book	\$	199.00
001.1050.5280.000	First Interstate Bank	Fire Training cancel subscription- Clarion Book	\$	(199.00)
001.1050.5347.000	First Due	Report Management Software	\$	16,150.00
001.1050.5413.000	JENSEN INC	FD 177 cone and roller	\$	102.67
001.1050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	19.71
001.1050.5450.000	First Interstate Bank	Firstnet/ AT&T- Fire dept cellphones	\$	531.72
001.1050.5460.000	First Interstate Bank	Fire dept - Hawkeye State Fire- conference	\$	250.00
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 bearing cone, spindle and oil seals	\$	(178.97)
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 Caliper returned	\$	(131.40)
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 return bearing cone	\$	(59.77)
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 return brake pad	\$	(58.42)
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 master cylinder caps	\$	7.09
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 master cylinder plastic cap	\$	7.14
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 gear oil	\$	9.23
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 axle spindle seal	\$	11.75
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 locknuts	\$	39.37
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 oil seal	\$	47.67
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 brake pad	\$	57.25
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD bearing cone	\$	58.57
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 bearing cone	\$	58.57
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD bearing cone	\$	58.57
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 bearing cone	\$	67.30
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 wheel seal	\$	103.88
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD brake pad set	\$	109.19
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 caliper with bracket	\$	128.77
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	Fire 177 oil seal, bearing cone	\$	172.36
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 brake rotors	\$	189.80
001.1050.5565.000	ARNOLD MOTOR SUPPLY LLP	FD 177 brake rotor	\$	189.80
001.1050.5565.000	JENSEN INC	FD 177 bolt	\$	24.00
001.1050.5570.000	First Interstate Bank	Fire dept - small engine gas- KWIK Star	\$	36.60
001.1050.5570.000	First Interstate Bank	Fire dept KWIK Star - small engine gas	\$	28.18
001.1050.5600.000	ARNOLD MOTOR SUPPLY LLP	FD 12 qt oil dri	\$	127.24
001.1050.5600.000	First Interstate Bank	Fire dept -Theisens- gloves, tape	\$	62.38
001.1050.5600.000	MENARDS	White vulkem	\$	6.99
001.1050.5630.000	Bound Tree Medical LLC	FD disposable suction	\$	137.20
001.1050.5630.000	Bound Tree Medical LLC	FD Sterile water for irrigation	\$	58.92
001.1050.5630.000	Bound Tree Medical LLC	Fire dept volt charger for aspirators	\$	169.99
001.1050.5630.000	Bound Tree Medical LLC	FD Airway kit	\$	213.95
001.1070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.1070.5450.000	First Interstate Bank	Housing cellphones	\$	21.32
001.1071.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.1071.5450.000	First Interstate Bank	Housing cellphones	\$	55.97
001.1071.5605.000	First Interstate Bank	Housing code book	\$	78.50
001.1072.5704.000	First Interstate Bank	Software license-Deemer	\$	137.43
001.1075.5359.000	LHOGELAND AUTO PLAZA LLC	Housing nuisance towing	\$	120.00
001.1075.5360.000	First Interstate Bank	Endicia- Housing postage	\$	300.00
001.1075.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.1075.5450.000	First Interstate Bank	Housing cellphones	\$	48.78
001.1099.5344.000	STERLING FIRE & SAFETY INC	Fire bldg annual inspection & service	\$	287.50
001.1099.5344.000	STERLING FIRE & SAFETY INC	PD Bldg annual inspection & services	\$	499.50
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$	2.62
001.1099.5450.000	CENTURYLINK long distance	Long distance lines	\$	0.58
001.2020.5132.000	First Interstate Bank	DUTY GEAR FOR PARKING ENFORCEMENT	\$	18.99
001.2020.5410.000	Karl of Marshalltown	PD Dodge truck key fob, trnsmitter	\$	152.99
001.2020.5481.000	ALLIANT ENERGY	NE corner S 1st Ave / Church St parking lot	\$	120.54
001.2020.5565.000	Karl of Marshalltown	PD Dodge truck key fob, trnsmitter	\$	143.25
001.2080.5410.000	First Interstate Bank	UG Electrical repair-Airport	\$	428.01
001.4010.5215.000	TSYS	-36 Library credit card transaction fees	\$	58.30
001.4010.5280.000	First Interstate Bank	Amarican Library Association membership	\$	267.00
001.4010.5342.000	First Interstate Bank	Shredding services	\$	48.15
001.4010.5342.000	SCHENDEL PEST CONTROL INC	Library bi-monthly service	\$	64.86
001.4010.5342.000	SERVICEMASTER OF MTOWN INC	Library November cleaning	\$	1,847.00
001.4010.5343.000	Wilson, Kathy	Christmas program	\$	195.00
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	305.17
001.4010.5410.000	First Interstate Bank	shelving repair parts	\$	17.99

001.4010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	9.86
001.4010.5450.000	CENTURYLINK	Library Analog Backup Lines	\$	78.52
001.4010.5450.000	CENTURYLINK long distance	Long distance lines	\$	1.31
001.4010.5450.000	First Interstate Bank	internet	\$	310.09
001.4010.5460.000	First Interstate Bank	workshop registration - emergency mangement	\$	15.00
001.4010.5481.000	ALLIANT ENERGY	Library - 105 W Boone St	\$	2,868.12
001.4010.5600.000	First Interstate Bank	hand towel dispenser	\$	46.75
001.4010.5600.000	First Interstate Bank	hand towels	\$	32.90
001.4010.5600.000	First Interstate Bank	acrylic cleaner	\$	19.86
001.4010.5600.000	First Interstate Bank	permanent markers, power strip	\$	49.98
001.4010.5600.000	SHOWCASES INC	DVD cases	\$	788.40
001.4010.5601.000	First Interstate Bank	educational toy for youth program	\$	25.00
001.4010.5601.000	First Interstate Bank	books for youth program	\$	6.60
001.4010.5601.000	First Interstate Bank	books for youth program	\$	6.60
001.4010.5601.000	First Interstate Bank	books for youth program	\$	21.60
001.4010.5601.000	Sho Biz Inc dba Minuteman	Library Flyers	\$	80.00
001.4010.5601.000	Sho Biz Inc dba Minuteman	Holocaust flyers	\$	80.00
001.4010.5605.000	First Interstate Bank	employee nametag	\$	10.95
001.4010.5605.000	First Interstate Bank	magnetic white board	\$	13.99
001.4010.5605.000	First Interstate Bank	clipboard	\$	8.99
001.4010.5605.000	First Interstate Bank	office supplies - bottled water	\$	53.45
001.4010.5605.000	OFFICEMAX	Library -copy paper	\$	56.25
001.4010.5704.000	Midwest Pano, LLC	Hot spot subscription/ Google virtual tour	\$	1,908.57
001.4010.5718.000	TranslateLive LLC	ILA Pro Device	\$	2,199.00
001.4010.5730.000	BAKER & TAYLOR INCORP	reference bppls	\$	67.33
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	42.75
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	11.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	135.22
001.4010.5730.000	BAKER & TAYLOR INCORP	reference book	\$	14.99
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	26.87
001.4010.5730.000	BAKER & TAYLOR INCORP	reference books	\$	23.36
001.4010.5731.000	EBSCO SUBSCRIPTION SRVC COMPANY	periodicals	\$	2,966.99
001.4010.5731.000	EBSCO SUBSCRIPTION SRVC COMPANY	applied credit inv 2204171	\$	(24.00)
001.4010.5731.000	First Interstate Bank	magazine subscription	\$	24.00
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	8.99
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	56.66
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	154.37
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	18.57
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	152.68
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	37.05
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	144.77
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.38
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	10.20
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	135.50
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	39.90
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	18.53
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	13.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	111.66
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	175.61
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	15.95
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	81.87
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	10.49
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	10.19
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	31.91
001.4010.5732.000	BAKER & TAYLOR INCORP	adult graphic novels	\$	26.33
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	452.42
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	9.59
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	259.49
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	10.19
001.4010.5732.000	BAKER & TAYLOR INCORP	adult graphic novel	\$	12.53
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	301.09
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	100.00
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	11.99
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	40.97
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	72.66
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	166.50
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	20.98
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	32.17

001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	164.63
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	125.01
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	137.81
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	72.95
001.4010.5732.000	BAKER & TAYLOR INCORP	adult graphic novel	\$	10.19
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	20.38
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	202.72
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	55.96
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	24.49
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	36.93
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	269.33
001.4010.5732.000	BAKER & TAYLOR INCORP	Adult non fiction or fiction books	\$	147.32
001.4010.5732.000	BAKER & TAYLOR INCORP	DVD's	\$	210.49
001.4010.5732.000	BAKER & TAYLOR INCORP	adult graphic novel	\$	5.99
001.4010.5732.000	BAKER & TAYLOR INCORP	adult graphic novel	\$	18.80
001.4010.5732.000	CENGAGE LEARNING INC	large print books	\$	112.46
001.4010.5732.000	CENGAGE LEARNING INC	adult books	\$	56.98
001.4010.5732.000	CENGAGE LEARNING INC	Adult fiction	\$	65.97
001.4010.5732.000	CENGAGE LEARNING INC	Adult fiction books	\$	83.96
001.4010.5732.000	CENGAGE LEARNING INC	Adult graphic books	\$	92.21
001.4010.5732.000	CENGAGE LEARNING INC	Adult graphic books	\$	56.98
001.4010.5732.000	CENTER POINT LARGE PRINT	large print books	\$	190.56
001.4010.5732.000	First Interstate Bank	Adult fiction book	\$	28.00
001.4010.5732.000	First Interstate Bank	Adult fiction book	\$	30.38
001.4010.5732.000	First Interstate Bank	juvenile book	\$	28.98
001.4010.5732.000	First Interstate Bank	juvenile book	\$	18.60
001.4010.5732.000	First Interstate Bank	juvenile book	\$	33.05
001.4010.5732.000	First Interstate Bank	juvenile book	\$	131.63
001.4010.5732.000	First Interstate Bank	DVDs	\$	19.92
001.4010.5732.000	First Interstate Bank	Spanish/Welcome Center books	\$	297.31
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	130.00
001.4010.5732.000	MICROMARKETING LLC	audio books	\$	77.00
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	39.99
001.4010.5732.000	MICROMARKETING LLC	audio book	\$	50.00
001.4010.5732.000	OVERDRIVE,INC.	Audio books	\$	212.52
001.4010.5732.000	OVERDRIVE,INC.	audio books	\$	410.97
001.4010.5732.000	OVERDRIVE,INC.	audio book	\$	75.00
001.4010.5732.000	OVERDRIVE,INC.	audio books	\$	69.99
001.4010.5734.000	First Interstate Bank	lost and replaced books	\$	6.58
001.4010.5734.000	First Interstate Bank	lost and replaced books	\$	8.38
001.4010.5734.000	First Interstate Bank	lost and replaced books	\$	5.96
001.4010.5734.000	First Interstate Bank	lost and replaced books	\$	15.99
001.4010.5734.000	First Interstate Bank	lost and replaced books	\$	5.71
001.4010.5734.000	First Interstate Bank	lost and replaced books	\$	7.29
001.4010.5734.000	First Interstate Bank	lost and replaced books	\$	11.29
001.4010.5734.000	First Interstate Bank	lost and replaced books	\$	23.71
001.4010.5736.000	Data Axle	reference database	\$	1,250.00
001.4010.5980.000	Turbiville, Megan	returned lost movie	\$	9.99
001.4030.5132.000	First Interstate Bank	Clothing Allowance	\$	54.99
001.4030.5215.000	Globalpayments	Non-Compliance fee	\$	69.95
001.4030.5215.000	Globalpayments	Park & Rec credit card fee	\$	312.81
001.4030.5251.000	Irwin, Tracy	Forestry, Aquatics, ROW live stream	\$	50.00
001.4030.5342.000	MARSHALL COUNTY LANDFILL	Parks	\$	77.70
001.4030.5342.000	MARSHALL COUNTY LANDFILL	Parks, appliances	\$	39.60
001.4030.5342.000	MARSHALL COUNTY LANDFILL	Parks - appliances	\$	35.00
001.4030.5342.000	SCHENDEL PEST CONTROL INC	Community Bldg bi-monthly service	\$	46.33
001.4030.5386.000	DIRT TO TURF	Parks contract lawn mowings	\$	240.00
001.4030.5386.000	Manfull, Landon	contract Park mowings	\$	1,420.00
001.4030.5410.000	First Interstate Bank	repair parts PWB water heater	\$	1.99
001.4030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.4030.5481.000	ALLIANT ENERGY	500 Plaza Hts Rd	\$	31.39
001.4030.5481.000	ALLIANT ENERGY	RIVERVIEW PARK EAST SIDE	\$	104.67
001.4030.5481.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$	422.64
001.4030.5481.000	ALLIANT ENERGY	801 WOODLAND ST SHOP	\$	39.53
001.4030.5481.000	ALLIANT ENERGY	602 W Merle Hibbs Blvd	\$	19.07
001.4030.5481.000	ALLIANT ENERGY	JUDGE PARK	\$	20.38
001.4030.5481.000	ALLIANT ENERGY	802 S 3rd St Skate Park	\$	18.82
001.4030.5481.000	ALLIANT ENERGY	108 N 2nd Ave Alley - Farmers Market	\$	18.98

001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	\$	15.39
001.4030.5482.000	ALLIANT ENERGY	402 Woodland St BATH HOUSE	\$	43.85
001.4030.5482.000	ALLIANT ENERGY	Reunion Hall	\$	39.64
001.4030.5482.000	ALLIANT ENERGY	905 E MAIN ST PARK SHOP	\$	74.75
001.4030.5482.000	ALLIANT ENERGY	402 WOODLAND ST COMM BLDG	\$	68.24
001.4030.5600.000	First Interstate Bank	Chain & plug	\$	49.41
001.4030.5609.000	First Interstate Bank	Herbicide Stump Killer	\$	14.99
001.4030.5611.000	First Interstate Bank	Electric fence wiring	\$	44.99
001.4030.5611.000	First Interstate Bank	Parks wire & cable	\$	51.98
001.4030.5611.000	First Interstate Bank	materials to winterize Park	\$	29.94
001.4030.5611.000	MENARDS	Parks screws and plywood	\$	16.46
001.4030.5611.000	MENARDS	wall drain, grate, paint, tubing	\$	126.63
001.4030.5611.000	MENARDS	3" x 4" combo tee	\$	11.98
001.4030.5611.000	MENARDS	box level, nut driver set, screws,	\$	15.42
001.4030.5611.000	MENARDS	PWB door	\$	75.56
001.4030.5611.000	MENARDS	12"x50' aluminum, screws, sheeting, gable	\$	60.47
001.4030.5611.000	SPAHN & ROSE LUMBER CO	Street dept lumber	\$	20.16
001.4040.5358.000	WICKHAM, MICHAEL L	one student, 11/15-12/23	\$	40.00
001.4040.5358.000	WICKHAM, MICHAEL L	lessons 11/15-12/23	\$	360.00
001.4040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.4040.5600.000	First Interstate Bank	Youth Activities cold packs	\$	126.35
001.4040.5600.000	First Interstate Bank	Youth Activities bandages	\$	17.46
001.4040.5600.000	First Interstate Bank	Youth activity First Aid Supplies	\$	12.89
001.4040.5600.000	First Interstate Bank	Youth activity First Aid Supplies	\$	15.30
001.4040.5600.000	First Interstate Bank	Youth activity First Aid Supplies	\$	8.49
001.4040.5600.000	First Interstate Bank	Youth activity First Aid Supplies	\$	13.94
001.4040.5600.000	First Interstate Bank	Youth activity First Aid Supplies	\$	9.99
001.4040.5600.000	First Interstate Bank	Youth activity First Aid Supplies	\$	14.57
001.4040.5600.000	First Interstate Bank	Parks-First Aid Supplies	\$	21.50
001.4040.5600.000	First Interstate Bank	Youth activity First Aid Supplies	\$	9.21
001.4040.5600.000	First Interstate Bank	Parks kleenex	\$	14.98
001.4040.5600.000	First Interstate Bank	keys-Lock Services	\$	10.70
001.4040.5718.000	First Interstate Bank	Parks refridgerator/ humidifier	\$	389.96
001.4041.5600.000	First Interstate Bank	Youth Activities practice vests	\$	83.98
001.4041.5600.000	First Interstate Bank	Youth Activities practice vests	\$	83.98
001.4041.5600.000	First Interstate Bank	dry erase markers Youth Activities	\$	37.99
001.4041.5600.000	First Interstate Bank	dry erase markers Youth Activities	\$	10.93
001.4041.5601.000	First Interstate Bank	Swim Lessons-noodles	\$	72.99
001.4041.5601.000	First Interstate Bank	Program Supplies - Swim Lessons	\$	88.55
001.4041.5601.000	First Interstate Bank	Basketballs and locker	\$	2,718.18
001.4041.5601.000	First Interstate Bank	Basketball youth tank tops	\$	388.52
001.4041.5601.000	First Interstate Bank	240 Rubber basketballs	\$	1,754.87
001.4041.5613.000	ADLAND ENGRAVING CO INC	Youth basketball teeshirts	\$	255.00
001.4045.5344.000	HANKE, RICKIE L	Aquatic Center	\$	99.50
001.4045.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	9.86
001.4045.5611.000	First Interstate Bank	Refund of tax previously collected	\$	(5.24)
001.4045.5611.000	First Interstate Bank	AQUATIC CENTER PUMP PROTR	\$	384.00
001.4065.5342.000	SCHENDEL PEST CONTROL INC	Colisem monthly service	\$	49.05
001.4065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.4065.5450.000	CENTURYLINK	Coliseum Backup Analog Lines	\$	78.56
001.4065.5481.000	ALLIANT ENERGY	10 W State St COLISEUM	\$	2,810.13
001.4065.5482.000	ALLIANT ENERGY	10 W State St COLISEUM	\$	607.65
001.4065.5600.000	First Interstate Bank	Coliseum Leaf Blower	\$	76.18
001.4065.5600.000	First Interstate Bank	Coliseum signage stickers	\$	11.24
001.4065.5600.000	First Interstate Bank	Coliseum Signage	\$	17.77
001.4065.5600.000	First Interstate Bank	Coliseum Signage	\$	12.55
001.4065.5600.000	First Interstate Bank	Coliseum Signage	\$	23.84
001.4065.5600.000	First Interstate Bank	Concession Supplies - Steel Table	\$	95.99
001.4065.5600.000	First Interstate Bank	Craft cabinet organizer	\$	44.99
001.4065.5600.000	First Interstate Bank	Coliseum leaf blower battery	\$	39.38
001.4065.5611.000	CENTRAL IOWA DISTRIBUTING INC	Cleaner deoderizer	\$	47.00
001.4065.5611.000	SPAHN & ROSE LUMBER CO	Coliseum conference room chair rail	\$	273.78
001.4066.5600.000	First Interstate Bank	Parks-band aids, cups, plates, candy	\$	49.44
001.4066.5600.000	First Interstate Bank	Operating Supplies-Concession	\$	82.71
001.4066.5613.000	ATLANTIC BOTTLING CO	Coliseum resale products	\$	699.47
001.4066.5613.000	First Interstate Bank	Concession Products for Resale	\$	34.47
001.4066.5613.000	First Interstate Bank	Concession Products for Resale	\$	77.39
001.4066.5613.000	First Interstate Bank	Concession Products for Resale	\$	320.02

001.5010.5600.000	First Interstate Bank	electrical cords for wreathers	\$	29.78
001.5010.5600.000	First Interstate Bank	Main St Christmas wreath extension cords	\$	75.22
001.5010.5600.000	MENARDS	returned flag for Main & 13th St	\$	(79.96)
001.5010.5600.000	MENARDS	Replacement flags for Main & 13th St	\$	109.90
001.5010.5602.000	First Interstate Bank	Repair Banner arms	\$	87.50
001.5900.5565.000	SIGN CREATIONS	Vehicle lettering on Community event trailer	\$	1,065.00
001.6010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.6011.5331.000	First Interstate Bank	GoToMeeting	\$	14.00
001.6012.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.6020.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.6021.5215.000	TSYS	Finance credit card transaction fees	\$	46.17
001.6021.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	19.67
001.6021.5702.000	First Interstate Bank	48" square table returned	\$	(272.33)
001.6025.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
001.6040.5230.000	LYNCH DALLAS PC	Real Estate services	\$	990.00
001.6040.5234.000	LYNCH DALLAS PC	Real Estate services	\$	1,135.50
001.6040.5234.000	LYNCH DALLAS PC	General matters	\$	2,608.50
001.6040.5234.000	LYNCH DALLAS PC	Ordinances/ resolution services	\$	15.00
001.6040.5234.000	LYNCH DALLAS PC	Nuisance/ enforcement services	\$	558.00
001.6040.5236.000	AHLERS & COONEY	Labor relations	\$	60.00
001.6040.5331.000	MARSHALL COUNTY AUDITOR	County Attorney - qtr 7/17-10/16/22	\$	2,500.00
001.6050.5342.000	SCHENDEL PEST CONTROL INC	City hall monthly service	\$	65.40
001.6050.5410.000	Backflow Prevention Services of Iowa	rebuild backflow preventer	\$	558.00
001.6050.5410.000	First Interstate Bank	YSS/ City Hall Boiler fuse	\$	38.37
001.6050.5410.000	First Interstate Bank	boiler repairs/ YSS/ City Hall	\$	8.98
001.6050.5450.000	CENTURYLINK long distance	Long distance lines	\$	2.62
001.6050.5481.000	ALLIANT ENERGY	24 N Center St Municipal Bldg	\$	77.99
001.6050.5611.000	CENTRAL IOWA DISTRIBUTING INC	Cleaner deoderizer	\$	105.00
001.6050.5611.000	First Interstate Bank	Filters Service Room	\$	13.32
001.6050.5611.000	First Interstate Bank	Payment drop box City hall	\$	654.72
001.6050.5611.000	MENARDS	City hall hand soap	\$	16.99
001.6050.5611.000	MENARDS	City hall towels, jab saw, outlet box	\$	22.18
001.6050.5611.000	Thompsons True Value	rental of moving equipment- City Hall	\$	10.00
001.6050.5611.000	WW GRAINGER	City Hall/ Carnegie cleaning supplies	\$	46.94
001.6050.5704.000	First Interstate Bank	Software license-Deemer	\$	137.43
001.6050.5718.000	MENARDS	City hall towels, jab saw, outlet box	\$	7.97
001.6050.5776.000	MENARDS	City hall towels, jab saw, outlet box	\$	4.11
001.6051.5410.000	First Interstate Bank	ballast for Carnegie hall bldg	\$	151.48
001.6051.5410.000	MENARDS	City hall roof vent patch	\$	20.98
001.6051.5410.000	PLUMB SUPPLY	vent cap for furnace flue Carnegie bldg	\$	13.24
001.6051.5410.000	PLUMB SUPPLY	replacement trap -roof drain- Carnegie Bldg	\$	63.33
001.6051.5481.000	ALLIANT ENERGY	36 N Center St- Carnegie Bldg	\$	971.72
001.6051.5482.000	ALLIANT ENERGY	36 N Center St- Carnegie Bldg	\$	444.19
110.2010.4879.000	MENARDS	rebate 63009 68388	\$	(16.33)
110.2010.5132.000	BROWNS SHOE FIT CO	Street dept employee boots	\$	180.00
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	108.31
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$	136.22
110.2010.5132.000	THEISENS SUPPLY INC	Street dept leather gloves	\$	10.99
110.2010.5132.000	THEISENS SUPPLY INC	Street dept leather gloves	\$	12.99
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee boots	\$	179.99
110.2010.5342.000	MARSHALL COUNTY LANDFILL	Street dept tires	\$	113.75
110.2010.5386.000	DIRT TO TURF	Parks contract lawn mowings	\$	725.00
110.2010.5410.000	First Interstate Bank	repair parts PWB water heater	\$	7.95
110.2010.5410.000	Raven Creek Repair	Street 33 repair tire	\$	126.00
110.2010.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
110.2010.5450.000	CENTURYLINK	PW backup analog 641-752-4388	\$	47.11
110.2010.5450.000	VERIZON WIRELESS	Street and Sewer Dept cell services	\$	51.75
110.2010.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$	879.53
110.2010.5481.000	ALLIANT ENERGY	2107 S Center St irrigation system	\$	19.07
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St	\$	426.33
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	Street 15 paint truck oil filter	\$	10.19
110.2010.5565.000	First Interstate Bank	Gas cap with gauge	\$	49.34
110.2010.5565.000	Raven Creek Repair	skid loader tracks	\$	4,660.00
110.2010.5570.000	First Interstate Bank	gas for small engines	\$	300.00
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	Street dept wire brush	\$	20.57
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	Street shop -general purpose hand pads	\$	30.58
110.2010.5600.000	CENTRAL IOWA FARM STORE INC	mower blades	\$	204.76
110.2010.5600.000	First Interstate Bank	drum full pop up gauge	\$	54.53

110.2010.5600.000	First Interstate Bank	street barn key	\$	8.00
110.2010.5600.000	GERVICH & SONS INC	2 sheets aluminum	\$	71.00
110.2010.5600.000	MENARDS	PVC Cleanout adapter and plug	\$	17.86
110.2010.5600.000	MENARDS	5/4" x12" round panels	\$	13.18
110.2010.5600.000	Sho Biz Inc dba Minuteman	Street dept time cards	\$	105.95
110.2010.5600.000	THEISENS SUPPLY INC	reducer bushing & swivel plane	\$	27.78
110.2010.5600.000	THEISENS SUPPLY INC	synthetic oil	\$	74.95
110.2010.5600.000	THEISENS SUPPLY INC	Street dept 5/8" D-Rings	\$	69.95
110.2010.5600.000	Thompsons True Value	Street caulk and gun	\$	16.75
110.2010.5611.000	FASTENAL COMPANY	Street dept nuts and bolts	\$	112.25
110.2010.5611.000	MENARDS	box level, nut driver set, screws,	\$	123.36
110.2010.5611.000	MENARDS	PWB door	\$	151.13
110.2010.5611.000	MENARDS	12"x50' aluminum, screws, sheeting, gable	\$	120.95
110.2010.5611.000	SPAHN & ROSE LUMBER CO	Street dept lumber	\$	40.33
110.2010.5611.000	SPAHN & ROSE LUMBER CO	Street dept lumber	\$	19.06
110.2010.5617.000	Bitumnsous Materials & Supply	emulsified asphalt	\$	427.75
110.2010.5618.000	GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$	1,146.10
110.2010.5618.000	GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$	2,604.80
110.2010.5718.000	ARNOLD MOTOR SUPPLY LLP	Street auto test and bleed kit	\$	64.67
110.2010.5718.000	First Interstate Bank	aluminum drum wrench	\$	27.98
110.2010.5718.000	First Interstate Bank	wrench extender bar	\$	45.79
110.2010.5718.000	First Interstate Bank	carburator cleaning machine	\$	205.98
110.2010.5718.000	MENARDS	box level, nut driver set, screws,	\$	43.98
110.2010.5718.000	THEISENS SUPPLY INC	utility blade, straight snip, utility knife	\$	42.97
110.2010.5750.000	M-B Co Inc	Street paint machine	\$	245,500.00
110.2030.5481.000	ALLIANT ENERGY	N 18th Ave Bridge	\$	32.66
110.2030.5481.000	ALLIANT ENERGY	HWY 14 & HWY 30 STREET LIGHTS	\$	90.49
110.2030.5481.000	ALLIANT ENERGY	211 S 9TH ST FRONT TERRACE	\$	19.22
110.2030.5481.000	ALLIANT ENERGY	407 Player St Bridge Light	\$	82.89
110.2030.5481.000	ALLIANT ENERGY	17 N Center St metered	\$	26.60
110.2030.5481.000	ALLIANT ENERGY	220 E MAIN ST ALLEY	\$	46.89
110.2030.5481.000	ALLIANT ENERGY	404 1/2 S Center St Viaduct	\$	87.16
110.2030.5481.000	ALLIANT ENERGY	36 E Main St Alley	\$	46.40
110.2030.5481.000	ALLIANT ENERGY	120 E MAIN ST ALLEY	\$	48.04
110.2030.5481.000	ALLIANT ENERGY	MARKET ST BRIDGE LIGHTS	\$	77.99
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$	33.64
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	\$	41.49
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	\$	43.13
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	\$	41.00
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$	33.47
110.2030.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown	\$	351.93
110.2030.5600.000	First Interstate Bank	marking paint	\$	35.96
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	Cottingham & Butler Insurance Services Inc	Civil service review	\$	275.00
110.2040.5410.000	First Interstate Bank	Traffic signal cabinet repair	\$	16.00
110.2040.5410.000	MENARDS	box level, nut driver set, screws,	\$	15.42
110.2040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
110.2040.5481.000	ALLIANT ENERGY	N 18TH AVE & E MAIN	\$	27.58
110.2040.5481.000	ALLIANT ENERGY	S 12TH AVE E OLIVE ST	\$	36.92
110.2040.5481.000	ALLIANT ENERGY	W Southridge Rd Cnr Center	\$	37.56
110.2040.5481.000	ALLIANT ENERGY	RIVERSIDE DR CNR 3RD AVE	\$	31.36
110.2040.5481.000	ALLIANT ENERGY	502 E SOUTHRIDGE RD	\$	19.22
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & W BERLE	\$	37.73
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST N OF MALL	\$	44.60
110.2040.5481.000	ALLIANT ENERGY	S Center St Cnr Hibbs	\$	40.67
110.2040.5481.000	ALLIANT ENERGY	13 S 13TH ST CNR MAIN	\$	38.22
110.2040.5481.000	ALLIANT ENERGY	219 Westwood flashing lights	\$	20.54
110.2040.5481.000	ALLIANT ENERGY	E Anson St cnr 4th Ave	\$	20.54
110.2040.5481.000	ALLIANT ENERGY	5 N 5th St cnr State St	\$	20.54
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR BOONE	\$	45.09
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR LINN	\$	33.97
110.2040.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN	\$	100.24
110.2040.5481.000	CONSUMERS ENERGY CO-OP	City of Marshalltown	\$	74.45
110.2040.5704.000	First Interstate Bank	Software license-Deemer	\$	137.44
110.2050.5718.000	First Interstate Bank	Brine maker equipment install	\$	215.00
110.2050.5718.000	First Interstate Bank	PWB Brine conduit	\$	57.92
110.2060.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93

110.2060.5600.000	First Interstate Bank	lock boxes for FOB key to email	\$	15.22
110.2060.5605.000	Sho Biz Inc dba Minuteman	Plotter paper and envelopes	\$	67.82
110.2060.5685.000	Thompsons True Value	Batteries for metal detector -property pins	\$	12.99
110.2060.5718.000	First Interstate Bank	Eng inspection casting lifters	\$	386.90
110.2060.5718.000	First Interstate Bank	Eng inspection tape measures	\$	26.96
110.2060.5718.000	First Interstate Bank	anchors for traffic counter	\$	13.06
110.2070.5565.000	MACQUEEN EQUIPMENT	oilite tow bars	\$	50.92
125.5020.5331.000	Availa Bank	TIF Agreement Marshallgaam Lodging Holiday Inn	\$	23,585.37
125.5020.5331.000	MENARDS	TIF agreement Menards 18th Ave	\$	46,746.47
125.5020.5331.000	Teamwork 1 LLC	TIF Agreement Teamwork 1 Bobcat Academy	\$	5,978.75
132.4030.5233.000	Pillar Inc	Pickleball Pocket Park	\$	853.50
132.4030.5342.000	Region 6 Resource Partners	Elks Park Improvement Project PRK21002	\$	1,223.00
132.5020.5331.000	Mobius Group	Repair of Shared Wall - 22 N 1st Ave	\$	1,400.00
132.5020.5331.000	Region 6 Resource Partners	Region 6 CDBG Willards, 131	\$	502.00
132.5020.5331.000	Region 6 Resource Partners	Region 6 contract MICA CDBG	\$	520.00
132.5020.5331.000	Region 6 Resource Partners	CDBG Downtown Facade Grant, 130	\$	2,035.00
132.5020.5331.000	Uitermarkt, Melinda Diane	Parapet - 14 W Main St	\$	17,300.00
140.4030.5380.000	First Interstate Bank	Rental - Post Hole Digger	\$	65.00
140.4030.5450.000	First Interstate Bank	Parks Internet	\$	129.95
140.4030.5600.000	MIDLAND CONCRETE PRODUCTS	Elks Park adhesive, keystone pins, brick cubes	\$	882.71
140.4030.5611.000	MIDLAND CONCRETE PRODUCTS	Elks Park keystone pins, cubes	\$	394.67
140.4030.5611.000	MIDLAND CONCRETE PRODUCTS	Elks Park pallet deposit	\$	(60.00)
140.4041.5600.000	First Interstate Bank	bowling-Special Olympics	\$	42.40
140.4041.5613.000	First Interstate Bank	bowling-Special Olympics	\$	63.36
142.4030.5344.000	HANKE, RICKIE L	6th St Diamonds	\$	99.50
152.1010.5280.000	First Interstate Bank	GOTO MEETING	\$	16.00
153.1010.5600.000	First Interstate Bank	DONATED HOSPITALITY FOR TRUNK OR TREAT	\$	59.80
153.1010.5600.000	First Interstate Bank	DONATED HOSPITALITY FOR TRUNK OR TREAT	\$	120.62
156.1050.5600.000	First Interstate Bank	Fire Dept Hyvee Halloween Candy	\$	223.71
170.4010.5601.000	Treasurers Office-ISU	Small Talk/ IRVECA grant	\$	1,592.00
170.4010.5734.000	BAKER & TAYLOR INCORP	Memorial book	\$	18.24
170.4010.5734.000	BAKER & TAYLOR INCORP	Memeorial book	\$	19.95
170.4010.5734.000	BAKER & TAYLOR INCORP	Oetker honor book	\$	23.70
170.4010.5734.000	CENGAGE LEARNING INC	Spicer memorial book	\$	28.49
184.5030.5242.000	Premier Iowa City IA LLC	rent assistance	\$	250.00
184.5030.5360.000	First Interstate Bank	Housing- postage	\$	602.10
184.5030.5360.000	First Interstate Bank	Endicia postage	\$	9.95
184.5030.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	9.86
184.5030.5450.000	First Interstate Bank	Housing cellphones	\$	69.07
184.5030.5605.000	First Interstate Bank	Walmart- batteris, kleenex	\$	73.93
189.3040.5342.000	Impact 7G Inc	125 Homes LI/RA and HHA	\$	9,450.00
189.3040.5410.000	FEXSTEVE LIMITED CO	210 S 9TH ST	\$	38,875.00
189.3040.5410.000	FEXSTEVE LIMITED CO	403 W BOONE ST	\$	47,950.00
189.3040.5415.000	FEXSTEVE LIMITED CO	210 S 9TH ST	\$	1,800.00
189.3040.5415.000	FEXSTEVE LIMITED CO	403 W BOONE ST	\$	4,900.00
189.3040.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
200.7010.5820.000	UMB Bank NA	GO Corp Purpose bond series 2012A	\$	13,531.25
200.7010.5820.000	UMB Bank NA	GO Refunding bond series 2012B interest	\$	2,972.50
200.7010.5820.000	UMB Bank NA	GO Corp bonds series 2015, dtd 11/24/15	\$	7,331.25
200.7010.5820.000	UMB Bank NA	GO Corp Purpose bonds sereis 2016A	\$	17,450.00
200.7010.5820.000	UMB Bank NA	GO Corp Purpose bonds sereis 2016A	\$	12,650.00
200.7010.5820.000	UMB Bank NA	GO Muni bldg bonds series 2016B	\$	27,750.00
200.7010.5820.000	UMB Bank NA	GO Muni Bldg Bonds sereis 2017	\$	171,075.00
200.7010.5820.000	UMB Bank NA	GO Corp bonds series 2018	\$	36,000.00
200.7010.5820.000	UMB Bank NA	GO Corp Purp Bds srs 2021 dtd 12/14/21	\$	176,006.12
200.7010.5820.000	UMB Bank NA	Sewer GO 2019	\$	19,300.00
200.7010.5820.000	UMB Bank NA	GO Corp Purp & Rfdg Bds sereis 2019 dtd 12/10/19	\$	49,800.00
200.7010.5820.000	UMB Bank NA	Storm GO 2020A	\$	13,600.00
200.7010.5820.000	UMB Bank NA	GO 2020A	\$	26,525.00
200.7010.5820.000	UMB Bank NA	Taxable GO Airport Improv Bds Srs 2020B	\$	11,112.50
200.7010.5830.000	UMB Bank NA	GP Corp Rf Bd Srs 2020A- Storm	\$	210.00
200.7010.5830.000	UMB Bank NA	GP Corp Rf Bd Srs 2020A- GO	\$	390.00
200.7010.5830.000	UMB Bank NA	Marshalltown Taxable GO Airport bonds 2020B	\$	600.00
312.2080.5342.000	Nagle Signs Inc	Airport Monument Sign, Runway logo & letters	\$	6,136.24
312.2080.5348.000	CONSTRUCT INC	ARP19002 Airport terminal demo	\$	40,375.00
312.2080.5776.000	First Interstate Bank	Airport plug adapter	\$	55.85
355.1075.5230.000	LYNCH DALLAS PC	Nuisance/ enforcement services	\$	30.00
355.1075.5230.000	WHKS & Co	10-12 W Main St Demo - services 9/10-10/14	\$	155.35

355.1075.5230.000	WHKS & Co	Demolition observation and testing	\$ 3,721.05
355.1075.5234.000	LYNCH DALLAS PC	Nuisance/ enforcement services	\$ 1,151.00
355.1075.5264.000	Lansing Brothers Construction Co Inc	Demo 110 West Main St & debris clean up	\$ 32,000.00
355.1075.5264.000	Lansing Brothers Construction Co Inc	Demo 308 S 7th Ave & 105 W Webster St	\$ 8,600.00
363.2010.5342.000	Ciro DiIorio Masonry & Landscaping LLC	STR20004 18th Ave Slab Repair	\$ 13,259.55
364.4030.5233.000	Bolton & Menk Inc	Interactive Water Plaza Design	\$ 12,245.00
395.2012.5779.000	CONSTRUCT INC	ECO21006 Creekside Estates	\$ 32,438.98
610.8015.5132.000	First Interstate Bank	EMPLOYEE CLOTHING ALLWS	\$ 280.00
610.8015.5230.000	Cottingham & Butler Insurance Services Inc	Civil service review	\$ 275.00
610.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	WPC20001 WPCP Clarifier Rehab	\$ 207.50
610.8015.5233.000	FOX Strand	Eng Fees - JBS expansion consultation	\$ 927.25
610.8015.5251.000	First Interstate Bank	ANNUAL WATER USE FEE 2023	\$ 119.41
610.8015.5280.000	First Interstate Bank	STATE ELEC LIC FEE - RANSON	\$ 2.06
610.8015.5280.000	First Interstate Bank	STATE ELEC LIC FEE - RANSON	\$ 75.00
610.8015.5280.000	First Interstate Bank	STATE ELEC LIC FEE-SLINGLUFF	\$ 10.31
610.8015.5280.000	First Interstate Bank	STATE ELEC LIC FEE-SLINGLUFF	\$ 375.00
610.8015.5342.000	First Interstate Bank	USED OIL RECYCLING	\$ 229.01
610.8015.5344.000	Controlled Access	November 2022 Liftmaster Capxl Subscription	\$ 39.50
610.8015.5344.000	First Interstate Bank	ANNUAL BCKFLW DEVICE TESTS	\$ 1,592.00
610.8015.5360.000	First Interstate Bank	SHIP SAMPLE TO KEYSTONE	\$ 11.95
610.8015.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$ 14.78
610.8015.5450.000	CENTURYLINK	WPCP Backup Analog 752-9779	\$ 78.52
610.8015.5450.000	CENTURYLINK long distance	Long distance lines	\$ 2.62
610.8015.5450.000	First Interstate Bank	NOV. 2022 MEDIACOM ONLINE	\$ 75.00
610.8015.5462.000	First Interstate Bank	WEFTEC 2022 CHECKED BAG	\$ 30.00
610.8015.5465.000	First Interstate Bank	WEFTEC 2022 LODGING	\$ 1,355.28
610.8015.5481.000	ALLIANT ENERGY	N 3rd Ave River Sign	\$ 22.51
610.8015.5481.000	ALLIANT ENERGY	RIVERVIEW PARK LIFTSTATION	\$ 19.07
610.8015.5481.000	ALLIANT ENERGY	1001 Woodland St Water Pollution	\$ 28,092.19
610.8015.5481.000	ALLIANT ENERGY	JBS 402 N 10TH AVE	\$ 19.07
610.8015.5482.000	ALLIANT ENERGY	1001 WOODLAND ST DISP PLANT	\$ 7,164.73
610.8015.5565.000	First Interstate Bank	RANGER BATTERY	\$ 74.00
610.8015.5565.000	First Interstate Bank	2022 DODGE MATS, MUDGUARDS	\$ 257.00
610.8015.5565.000	First Interstate Bank	VEHICLE SUPPLIES	\$ 139.15
610.8015.5600.000	First Interstate Bank	UPS BATTERY BACKUPS SCADA	\$ 432.74
610.8015.5600.000	First Interstate Bank	REPLACEMENT BACKUP BATTERY	\$ 45.08
610.8015.5600.000	First Interstate Bank	WILL BE VOIDED IN NOVEMBER	\$ 78.00
610.8015.5600.000	First Interstate Bank	NOZZLE GASKETS, NOZZLES	\$ 72.48
610.8015.5600.000	First Interstate Bank	NOZZLE GASKETS, EAR PLUGS	\$ 160.40
610.8015.5600.000	First Interstate Bank	SEALANT, PVC CEMENT, CLNRS	\$ 66.39
610.8015.5600.000	First Interstate Bank	MISC. HAND TOOLS	\$ 476.31
610.8015.5600.000	First Interstate Bank	MISC. HAND TOOLS	\$ 188.43
610.8015.5600.000	First Interstate Bank	RECIP. BLADES	\$ 58.47
610.8015.5600.000	First Interstate Bank	TRUFLEX BELTS	\$ 48.56
610.8015.5600.000	First Interstate Bank	RECIP BLADES, TRAPS & BAIT	\$ 85.95
610.8015.5600.000	First Interstate Bank	ROLLER CHAINS, CONN. LINKS	\$ 82.95
610.8015.5600.000	NUTRIEN AG SOLUTIONS INC	Mobil STE light, SHC634, drum returns	\$ 1,990.00
610.8015.5603.000	First Interstate Bank	LAB SUPPLIES	\$ 25.26
610.8015.5603.000	First Interstate Bank	GLASS FIBER FILTERS	\$ 478.66
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - electrode comb body	\$ 739.21
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - nitrate comb electrode	\$ 1,013.10
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - polyseed capsules	\$ 118.34
610.8015.5605.000	First Interstate Bank	OFFICE SUPPLIES	\$ 6.20
610.8015.5605.000	First Interstate Bank	OFFICE SUPPLIES	\$ 16.20
610.8015.5605.000	First Interstate Bank	OFFICE SUPPLIES	\$ 371.98
610.8015.5605.000	First Interstate Bank	OFFICE SUPPLIES	\$ 16.11
610.8015.5605.000	First Interstate Bank	OFFICE SUPPLIES	\$ 14.04
610.8015.5718.000	First Interstate Bank	2022 DODGE BEDCOVER/TOOLBX	\$ 1,069.92
610.8015.5980.000	Anson, Robert	Sewer refund 2022 -trees	\$ 34.21
610.8015.5980.000	Coughlin, Jerry	Sewer refund 2022 seeding	\$ 83.97
610.8015.5980.000	Curley, Suzie	Sewer refund 2022 - seeding/ pool	\$ 63.76
610.8015.5980.000	Ekvall, Victor	Sewer refund 2022 - trees/ seeding (incl 2021)	\$ 263.27
610.8015.5980.000	Godinez, Cesar	Sewer 2022 - seeding	\$ 55.98
610.8015.5980.000	Johnson, Jim	Sewer refund 2022 - water pipe break -106 S 1st St	\$ 371.65
610.8015.5980.000	Mathes, Cary	Sewer refund 2022- sod	\$ 147.73
610.8015.5980.000	Meh, Htwa	Sewer refund 2022 - pool - multiple fills	\$ 199.04
610.8015.5980.000	Nelson, Jennifer	Sewer refund 2022 - sod/ seeding	\$ 93.30
610.8015.5980.000	Sanchez, Maria	Sewer refund 2022 - seeding	\$ 24.88

610.8015.5980.000	Whitcomb, Howard	Refund 2022 - sod/ landscaping	\$	167.94
610.8015.5980.000	Williams, Mark	Sewer refund 2022 - sod	\$	80.86
610.8015.5980.000	Zink, Mary	Sewer refund 2022 - sod	\$	188.16
610.8016.5410.000	First Interstate Bank	repair parts PWB water heater	\$	1.19
610.8016.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	5.92
610.8016.5450.000	VERIZON WIRELESS	Street and Sewer Dept cell services	\$	24.94
610.8016.5481.000	ALLIANT ENERGY	608 Turner St Pump Station	\$	213.97
610.8016.5481.000	ALLIANT ENERGY	S 12TH AVE CNR E MAIN	\$	123.81
610.8016.5481.000	ALLIANT ENERGY	Marion St - WPCP	\$	134.13
610.8016.5481.000	ALLIANT ENERGY	1511 Rolling Meadows Rd	\$	97.30
610.8016.5482.000	ALLIANT ENERGY	1001 Woodland St Shed	\$	32.41
610.8016.5600.000	First Interstate Bank	respirators and gloves	\$	32.98
610.8016.5600.000	First Interstate Bank	rebate 62980 68482	\$	(19.67)
610.8016.5776.000	First Interstate Bank	Building electrical parts	\$	229.53
610.8016.5810.000	UMB Bank NA	Sewer revenue bond series 2013, dtd 6/18/13	\$	131,000.00
610.8016.5820.000	UMB Bank NA	Sewer revenue bond series 2013, dtd 6/18/13	\$	17,430.60
610.8016.5820.000	UMB Bank NA	Sewer Rev Rfdg srs 2020 dtd 1/8/2020	\$	34,937.00
610.8016.5820.000	UMB Bank NA	Sewer Rev Rfdg Bds Srs 2021 dtd 4/01/21	\$	20,350.35
615.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	increase	\$	1,704.94
615.8015.5233.000	FOX ENGINEERING ASSOCIATES INC	increase	\$	95.06
615.8015.5233.000	FOX Strand	WPC21001 WPCP Headworks & Digester Const Phase	\$	17,454.15
616.8016.5348.000	MUNICIPAL PIPE TOOL CO LLC	SAN21001 2020 Sanitary Sewer CIPP	\$	101,032.88
690.8050.4879.000	First Interstate Bank	rebate 62978 92273	\$	(2.20)
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
690.8050.5280.000	First Interstate Bank	Vehicle Data Subscription-Transit	\$	1,100.00
690.8050.5342.000	First Interstate Bank	GPS tracking service-September	\$	252.00
690.8050.5342.000	First Interstate Bank	GPS tracking service-October	\$	252.00
690.8050.5360.000	First Interstate Bank	Transit - postage	\$	600.00
690.8050.5380.000	AAA SEPTIC SERVICE INC	Fisher Comm Center portable rental	\$	100.00
690.8050.5410.000	First Interstate Bank	repair parts PWB water heater	\$	7.95
690.8050.5410.000	Raven Creek Repair	Transit bus tire repair	\$	151.00
690.8050.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
690.8050.5450.000	CENTURYLINK	PW backup analog 641-752-4388	\$	31.41
690.8050.5481.000	ALLIANT ENERGY	905 E Main PW Bldg	\$	586.36
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St	\$	284.22
690.8050.5565.000	ARNOLD MOTOR SUPPLY LLP	Transit battery cleaner	\$	8.58
690.8050.5565.000	CUMMINS Sales & Service	turbocharger actuator kit	\$	2,328.22
690.8050.5565.000	CUMMINS Sales & Service	Transit 131 pressure sensor	\$	350.46
690.8050.5565.000	First Interstate Bank	Transit- wall organizer, desk caddy	\$	169.48
690.8050.5565.000	GILLIG LLC	Transit 013 universal adapter kit	\$	166.61
690.8050.5565.000	MCATEE TIRE SALES & SERVICE INC	overpaid on check	\$	(85.00)
690.8050.5565.000	NAPA AUTO PARTS	Transit Holgen beams	\$	27.42
690.8050.5600.000	First Interstate Bank	Transit- degreaser and trash can	\$	128.44
690.8050.5611.000	MENARDS	PWB door	\$	151.13
690.8050.5611.000	MENARDS	12"x50' aluminum, screws, sheeting, gable	\$	120.94
690.8050.5611.000	SPAHN & ROSE LUMBER CO	Street dept lumber	\$	40.32
740.8065.5410.000	First Interstate Bank	repair parts PWB water heater	\$	0.80
740.8065.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	3.94
740.8065.5450.000	VERIZON WIRELESS	Street and Sewer Dept cell services	\$	16.63
740.8065.5481.000	ALLIANT ENERGY	301 N 18TH AVE LIFTSTATION	\$	433.63
740.8065.5481.000	ALLIANT ENERGY	N 3rd Ave - WPCP	\$	380.42
740.8065.5600.000	First Interstate Bank	respirators and gloves	\$	21.99
740.8065.5600.000	First Interstate Bank	rebate 62980 68482	\$	(13.11)
740.8065.5776.000	First Interstate Bank	Building electrical parts	\$	153.02
740.8065.5980.000	Paglia, Wade	Water dept billing error 11/21-08/22 Storm Sewer	\$	235.40
740.8067.5386.000	DIRT TO TURF	Parks contract lawn mowings	\$	300.00
740.8067.5386.000	Manfull, Landon	contract Park mowings	\$	200.00
750.8070.5344.000	Controlled Access	November 2022 Liftmaster Capxl Subscription	\$	39.50
750.8070.5450.000	CENTURYLINK	Non published direct dial lines fees 9853	\$	4.93
750.8070.5481.000	ALLIANT ENERGY	COMPOST PILE	\$	82.41
881.1010.5339.000	Hunter Lane LLC	paid claims 11/1-11/15	\$	20.87
881.1050.5339.000	Hunter Lane LLC	paid claims 11/1-11/15	\$	180.04
884.6021.4875.000	Health Partners	stop/ loss credits	\$	(493.62)
884.6021.4875.000	Health Partners	stop loss/ credits	\$	(758.25)
884.6021.4875.000	Health Partners	stop loss/ credits	\$	(2,794.53)
884.6021.4875.000	Health Partners	claims & sop/ loss credits 11/03-11/09	\$	(168.98)
884.6021.4875.000	Health Partners	Halh claims stop/ loss credits	\$	(27,754.26)

884.7010.5230.000	Health Partners	October premiums and fees	\$ 11,824.14
884.7010.5337.000	Health Partners	October premiums and fees	\$ 23,324.40
884.7010.5339.000	Health Partners	Claims 10/13-10/19	\$ 2,764.93
884.7010.5339.000	Health Partners	claims 10/13-10/19	\$ 99,478.03
884.7010.5339.000	Health Partners	Claims 10/20-10/26	\$ 4,196.92
884.7010.5339.000	Health Partners	Claims 10/20-10/26	\$ 35,926.54
884.7010.5339.000	Health Partners	Claims 10/27-11/02	\$ 7,957.62
884.7010.5339.000	Health Partners	Claims 10/27-11/02	\$ 85,605.52
884.7010.5339.000	Health Partners	claims 11/03-11/09	\$ 2,361.24
884.7010.5339.000	Health Partners	claims & sop/ loss credits 11/03-11/09	\$ 69,410.03
884.7010.5339.000	Health Partners	Dental claims 11/10-11/16	\$ 5,818.29
884.7010.5339.000	Health Partners	Halh claims stop/ loss credits	\$ 210,321.72
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 28,823.67
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 13,067.70
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 12,988.70
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,655.95
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 26,600.52
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,830.38
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 28,901.76
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 32,598.75
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 28,775.63
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 30,748.85
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 33,536.19
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 199.45
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,905.82
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 35,302.90
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	D. GILL ER REFUND	\$ 2,032.28
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	ROUNDING	\$ (0.11)
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 199.45
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 6,360.84
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 9,075.90
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 3,976.60
999.1112.000	UNITED WAY	UNITED WAY	\$ 748.88
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	\$ 33.00
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	Polk County Sheriff	PR WITHHOLDING	\$ 662.26
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 327.38
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 113.84
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 805.33
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 %	\$ 111.05
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
999.1164.000	ENTENMANN ROVIN COMPANY	PD dome badges	\$ 250.75
999.1164.000	ENTENMANN ROVIN COMPANY	PD dome badges	\$ 250.75
999.1164.000	First Interstate Bank	questionable charge	\$ 20.70
999.1164.000	First Interstate Bank	DUTY GEAR FOR OFC MAUSETH	\$ 22.40
999.1164.000	First Interstate Bank	MEAL DURING TRAINING	\$ 10.82
Payroll	Payroll	Payroll #24	\$ 314,768.64
TOTAL			\$ 2,844,651.33

**RESOLUTION SETTING A PUBLIC HEARING FOR THE STATUS OF FUNDING
UPDATE FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC FACILITIES GRANT PROGRAM
FOR THE ELKS PARK IMPROVEMENT PROJECT**

WHEREAS the City of Marshalltown was awarded an Iowa Economic Development Authority “IEDA” CDBG Public Facilities Grant for improvements at Elks Park; and

WHEREAS the City is working with Region 6 Resource Partners on the administration of this grant; and

WHEREAS, a public hearing is required to be held to provide the public with a status of funding update on the project and is proposed for December 12, 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 pm in the council chambers in the City Hall, Marshalltown, Iowa, on the 12th day of December 2022, and will hold a public hearing to consider any and all comments with the City Clerk or made in open council to the status of funding update on the Elks Park Improvement Project.

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 the public hearing

Passed this 28th 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: Geoff Hubbard, Park & Recreation Director
DATE: 11/21/2022
RE: Elks Park Public Hearing on Status of Funded Activities

Policy Issue: Council ordering a Public Hearing

☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action:

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

Recommendation: Staff is recommending the ordering of a public hearing for the Elks Park Project and the status of funding for the park from the CDBG-CV grant provided by the Iowa Economic Development Authority.

Budget Impact: none

Description/Background: The public hearing is a requirement of the grant application and final funding. After the public hearing we can submit our final payment of \$60,500 for the project.

Attachments: Notice of Public Hearing Elks Park CDBG Status of Funded Activities

CITY COUNCIL

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



**NOTICE OF PUBLIC HEARING
ELKS PARK CDBG STATUS OF FUNDED ACTIVITIES**

Notice is hereby given that the City of Marshalltown will be holding a public hearing on the status of the Community Development Block Grant – COVID (CDBG-CV) grant for Elks Park at 5:30 pm on December 12th, 2022, at Marshalltown City Hall, 10 W State Street, Marshalltown, IA 50158. At the hearing, the following information will be covered: general accomplishments, adjustments to the project budget, expenditures, and the timeline for the remaining work to be completed. The project is being funded in part through a CDBG-CV grant provided by the Iowa Economic Development Authority. If you have any questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, please contact 641-754-5760. Persons interested in the status of funding or the progress of the project, are welcome to attend this meeting.

Alicia Hunter
City Clerk of Marshalltown

**RESOLUTION APPROVING TRANSIT DIVISION EQUIPMENT PURCHASE
CONTRACT BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND
CYRIDE IN AMES, IOWA FOR TWO TRANSIT VEHICLES**

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Transit Division equipment purchase contract by and between the City of Marshalltown, Iowa, and Cyride in Ames, Iowa, for two transit vehicles.

WHEREAS, it is in the best interests 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 purchase agreement by and between the City of Marshalltown, and Cyride of Ames, Iowa, for two transit vehicles, in the amount of \$1,000.00, is hereby fully approved in all respects and particulars.

Passed this 28th 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: Kevin Pigors
DATE: 11/18/2022
RE: Bus Purchase

Policy Issue: City Council approval of vehicle purchases

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Replace aging, unreliable buses

Recommendation: Approve of purchasing two used transit buses

Budget Impact: Minimal impact as each bus is \$500.00

Description/Background: Marshalltown Municipal Transit has a need to replace two transit vehicles that have become unreliable due to age and lack of replacement parts. Cyride in Ames has two use buses for sale that are newer and more reliable.

CITY COUNCIL

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



**RESOLUTION APPROVING A HOME AND COMMUNITY BASED PROVIDER
SERVICES AGREEMENT WITH MOLINA HEALTHCARE OF IOWA, INC. AS THE
STATEWIDE MANAGED CARE ORGANIZATION FOR TRANSIT RIDES
COVERED BY MEDICARE**

WHEREAS, the Iowa Department of Human Services awarded a contract to Molina Healthcare of Iowa as a new statewide Managed Care Organization; and

WHEREAS, by entering into a contract with Molina Healthcare, the City of Marshalltown, Iowa, will be able to bill for transit that is covered by Medicare.

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

Section 1. That the new contract with Molina Healthcare of Iowa is hereby accepted and approved and City staff are authorized to execute said contract.

Passed this 28th 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: Kevin Pigors
DATE: 11/18/2022
RE: MTM Contract

Policy Issue: City Council must approve of contracts

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Enter into an Agreement with Molina

Recommendation: Approve Molina contract

Budget Impact: Increase in billable revenue

Description/Background: Iowa Department of Human Services awarded a contract to Molina Healthcare of Iowa as a new statewide Managed Care Organization (MCO). By entering into a contract with Molina, Marshalltown Transit will be able to bill them for rides covered by Medicare.

CITY COUNCIL

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



MOLINA HEALTHCARE OF IOWA, INC.
HOME AND COMMUNITY BASED PROVIDER SERVICES AGREEMENT

SIGNATURE PAGE

In consideration of the promises and representations stated, the Parties agree as set forth in this Agreement. The Authorized Representative acknowledges, warrants, and represents that the Authorized Representative has the authority and authorization to act on behalf of its Party. The Authorized Representative further acknowledges and represents that he/she received and reviewed this Agreement in its entirety.

The Authorized Representative of Provider acknowledges the Provider Manual was available for review prior to entering into this Agreement and agrees that Provider will comply with the provisions set forth under the Provider Manual section and other applicable provisions related to the Provider Manual in the Agreement.

The Authorized Representative for each Party executes this Agreement with the intent to bind the Parties in accordance with this Agreement.

Provider Signature and Information.

Provider's Legal Name ("Provider") – Matching the applicable tax form (i.e., W-9, Line 1):	
Authorized Representative's Signature:	Authorized Representative's Name – Printed:
Authorized Representative's Title:	Authorized Representative's Signature Date:
Telephone Number:	Fax Number – Official Correspondence:
Mailing Address – Official Correspondence:	Payment Address – If different than Mailing Address:
IRS 1099 Address – If different than Mailing Address:	Tax ID Number – As listed on corresponding tax form:
NPI – That corresponds to the above Tax ID Number:	Email Address – Official Correspondence:

Health Plan Signature and Information.

Molina Healthcare of Iowa, Inc., an Iowa Corporation ("Health Plan")	
Authorized Representative's Signature:	Authorized Representative's Name – Printed:
Authorized Representative's Title:	Authorized Representative's Countersignature Date:
Mailing Address – Official Correspondence:	Email Address – Official Correspondence:
Effective Date of the Agreement ("Effective Date"):	

HOME AND COMMUNITY BASED PROVIDER SERVICES AGREEMENT

Provider and Health Plan enter into this Agreement as of the Effective Date set forth on the Signature Page of this Agreement. The Provider and Health Plan each are referred to as a “Party” and collectively as the “Parties.”

RECITALS

- A. WHEREAS Health Plan is a corporation licensed and approved by required governmental agencies to operate a health care service plan, including without limitation, to issue benefit agreements covering the provision of health care and related services, including home and community-based services, and supplies in accordance with the law;
- B. WHEREAS Provider is approved by required governmental agencies to provide home and community-based services and supports and desires to provide such services and supports to eligible recipients in accordance with the law; and
- C. WHEREAS the Parties intend by entering into this Agreement that they will make home and community-based services and supports available to eligible recipients enrolled in various Products covered under this Agreement.

NOW, THEREFORE, in consideration of the promises and representations stated, the Parties agree as follows:

ARTICLE ONE – DEFINITIONS

1.1 Capitalized words or phrases in this Agreement have the meaning set forth below.

- a. **Affiliate** means an entity owned or controlled by Health Plan or Molina Healthcare, Inc.
- b. **Agreement** means this Home and Community Based Provider Services Agreement between Provider and Health Plan and all attachments, exhibits, addenda, amendments, and incorporated documents or materials.
- c. **Appeals and Grievance Programs** mean the policies and procedures established by Health Plan to timely identify, process, and resolve Member and Provider appeals, grievances, complaints, disputes, or inquiries.
- d. **Centers for Medicare and Medicaid Services (“CMS”)** means the agency responsible for Medicare and certain parts of Medicaid, CHIP, Medicare-Medicaid Program, and the Health Insurance Marketplace.
- e. **Claim** means a bill for Covered Services provided by Provider.
- f. **Clean Claim** means a Claim for Covered Services submitted on an appropriate industry standard form, which has no defect, impropriety, lack of required substantiating documentation necessary to adjudicate the Claim, or particular circumstance requiring special treatment that prevents timely adjudication of the Claim.
- g. **Covered Services** mean those home and community-based services and supports and long-term services and supports that are provided to a Member that are benefits of a Member’s Product and are provided in accordance with the Member’s Plan of Care and, when applicable, are Medically Necessary.
- h. **Cultural Competency Plan** means a plan that ensures Members receive Covered Services utilizing methods to promote access and delivery of Covered Services in a culturally competent manner including, but not limited to, those with limited English proficiency, diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity. These methods must ensure that Member have access to Covered Services that are delivered in a manner that meets each Member’s unique needs.
- i. **Date of Service** means the date on which Provider provides or completes a Covered Service as determined by Health Plan.
- j. **Downstream Entity** means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage, Medicaid, CHIP, or MMP Products below the level of the arrangement between Health Plan (or applicant) and Provider. These written arrangements continue down to the level of the ultimate provider for health and administrative services.
- k. **Emergency Medical Condition** means a physical or behavioral condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the

woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

- l. **Emergency Services** mean covered inpatient and outpatient services furnished by a provider who is qualified to furnish the services and the services are needed to evaluate or stabilize an Emergency Medical Condition.
- m. **Encounter Data** means the information that is captured in a Clean Claim and the additional information required for compliance with Laws and Government Program Requirements.
- n. **Government Contract** means the contract between Health Plan and a governmental agency for a Product.
- o. **Government Program Requirements** mean the requirements of governmental agencies for a Product, which includes, but are not limited to, the requirements set forth in the Government Contract.
- p. **Health Insurance Marketplace** means those health insurance products/programs required by Title I of the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152), referred to collectively as the Affordable Care Act, including all implementing statutes and regulations.
- q. **Health Plan** means Molina Healthcare of Iowa, Inc., an Iowa Corporation.
- r. **Iowa Department of Human Services** (“DHS”) means the agency within the State of Iowa that is responsible for the oversight and administration of the Medicaid and CHIP programs.
- s. **Law** means, without limitation, federal, state/commonwealth, tribal, or local statutes, codes, orders, ordinances, and regulations applicable to this Agreement.
- t. **Medicaid** means the joint federal-state or federal-commonwealth program provided for under Title XIX of the Social Security Act, as amended.
- u. **Medically Necessary or Medical Necessity** means health care and related services and supplies provided to a patient for the purpose of evaluating, diagnosing, or treating an illness, injury, disease, or its symptoms and that are: (i) in accordance with generally accepted standards of medical practice; (ii) appropriate for the symptoms, diagnosis, or treatment of the Member’s condition, disease, illness or injury; (iii) not primarily for the convenience of the Member or health care provider; and (iv) not more costly than an alternative service, or site of services, and at least as likely to produce equivalent results.
- v. **Medicare Advantage** (“MA”) means a program in which private health plans provide health care and related services and supplies through a Government Contract with CMS, which is authorized under Title XVIII of the Social Security Act, as amended (otherwise known as “Medicare”). Medicare Advantage also includes Medicare Advantage Special Needs Plans (“MA-SNP”).
- w. **Medicare-Medicaid Program** (“MMP”) means a program in which private health plans provide health care and related services and supplies to beneficiaries eligible for both Medicaid and Medicare through a Government Contract with CMS and the state/commonwealth.
- x. **Member** means a person enrolled in a Product and who is eligible to receive Covered Services.
- y. **Molina Marketplace** means the products offered and sold by Health Plan under the requirements of the Health Insurance Marketplace.
- z. **Overpayment** means a payment Provider receives, which after applicable reconciliation, Provider is not entitled to receive or retain pursuant to Laws, Government Program Requirements, or this Agreement.
- aa. **Participating Provider** means an individual or entity that is contracted with Health Plan to provide health care and related services and supplies to Members and, as applicable, is credentialed by Health Plan or Health Plan’s designee.
- bb. **Plan of Care** means the person-centered plan developed for each Member that is comprehensive and integrated and establishes the amount, duration, and scope of medical services, support services, and behavioral health services.
- cc. **Products** mean the health insurance programs, identified on Attachment A, Products, in which Provider agrees to participate and which will include any successors to the health insurance programs.

- dd. **Provider** means the entity or person identified on the Signature Page of this Agreement and includes any persons or entities performing Covered Services on behalf of the entity or person identified on the Signature Page of this Agreement. Provider will ensure all persons and entities performing Covered Services comply with the applicable terms of the Agreement. Each person or entity will be considered an “Individual Provider.”
- ee. **Provider Manual** means Health Plan’s provider manuals, policies, procedures, documents, educational materials, including, but not limited to, Health Plan’s Drug Formulary/Prescription Drug List and prescription requirements and rules, and, as applicable, Supplemental Materials, setting forth Health Plan’s requirements and rules that Provider is required to follow.
- ff. **Quality Improvement Program** (“QI Program”) means the policies and procedures, interventions, and systems, developed by Health Plan for monitoring, assessing, and improving the accessibility, quality, and continuity of care provided to Members.
- gg. **Responsible Entity** means an entity, including, but not limited to, a capitated independent practice association or any entities that are capitated by Health Plan, which are financially responsible for certain Covered Services.
- hh. **State Children’s Health Insurance Program** (“SCHIP” or “CHIP”) means the program established pursuant to Title XXI of the Social Security Act, as amended.
- ii. **Subcontractor** means an individual or organization, including, but not limited to, a Downstream Entity, with which Provider contracts for the provision of Covered Services or administrative functions related to the performance of this Agreement. For the avoidance of doubt, a Subcontractor does not include Individual Providers.
- jj. **Utilization Review and Management Program** (“UM Program”) means the policies, procedures, and systems developed by Health Plan for evaluating and monitoring the Medical Necessity appropriateness, efficacy, or efficiency of core health care benefits and services, including, but not limited to, procedures or settings and ambulatory review, prospective review, concurrent review, second opinions, care management, discharge planning, or retrospective reviews, including, but not limited to, under-utilization and over-utilization.

ARTICLE TWO – PROVIDER OBLIGATIONS

2.1 Provider Standards.

- a. **Standard of Care.** Provider agrees to provide Covered Services within the scope of Provider’s business. Provider will ensure all services and interactions with Members are at a level of care and competence that equals or exceeds generally accepted and professionally recognized standards of practice, rules, and standards of professional conduct, and Laws and Government Program Requirements. Provider agrees to perform Covered Services in compliance with the terms of this Agreement, which includes, but is not limited to, the attached Statement of Work.
- b. **Facilities, Equipment, and Personnel.** Provider’s facilities, equipment, personnel, technology (hardware and software), and administrative services will be at a level and quality necessary to perform Provider’s duties under this Agreement and to comply with Laws and Government Program Requirements, including, but not limited to, the ability to ensure physical access, reasonable accommodations, culturally competent communications, and accessible equipment for Members with physical or mental disabilities. Provider will further ensure that its personnel comply with the applicable terms of this Agreement.
- c. **Prior Authorization.** Provider will communicate with Health Plan’s staff to identify those services that are Covered Services for each Member. For a service that needs added to a Plan of Care or for a Covered Service that requires a prior authorization, Provider is required to obtain prior authorization from Health Plan for such Covered Service. Health Plan will have the right to deny payment for a service that was not prior authorized by Health Plan. Provider will not have to obtain prior authorizations before providing Emergency Services.
- d. **Use of Participating Providers.** Provider will not refer Members to another individual or entity without Health Plan’s prior authorization.
- e. **Provider-Member Communication.** Health Plan encourages open Provider-Member communication regarding Medical Necessity, appropriate treatment, and care. Provider is free to communicate all treatment options to Members regardless of limitations on Covered Services.

- f. **Member Eligibility Verification.** Provider will verify a Member's eligibility before providing a Covered Service and will confirm eligibility in a manner that is consistent with Law and Government Program Requirements on redeterminations of eligibility.
- 2.2 **Rights of Members.** Provider will observe, protect, and promote the rights of Members.
- 2.3 **Use of Name.** Neither Provider nor Health Plan will use the other's name, including, but not limited to, trademarks, service marks, domain names, or logos ("Marks") without the prior written approval of the other Party. This Agreement does not grant either Party a license or sublicense to the other Party's Marks. However, Provider may refer to Health Plan in its listings of participating health plans. Additionally, Health Plan may use Provider's name and related information: (i) in Health Plan's filings and publications to identify Provider as a Participating Provider; (ii) in communications to identify Provider to Members; and (iii) as may be required to comply with the Laws and Government Program Requirements. Provider agrees that marketing materials related to this Agreement require Health Plan's review and prior written approval unless otherwise noted in the Agreement.
- 2.4 **Non-Discrimination.** Provider will not differentiate or discriminate against individuals based on their status as protected veterans or because of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation, physical, sensory or mental handicap, disability, socioeconomic status, or participation in publicly financed programs of health care services or any other basis prohibited by Law. Provider will provide Covered Services in the same location, in the same manner, in accordance with the same standards, and within the same time or availability, regardless of payer.
- 2.5 **Recordkeeping.**
- a. **Maintaining Records.** Provider will maintain complete and correct books and records relating to services provided under this Agreement for tax, accounting, and operation purposes. Provider will maintain service and billing records ("Records") for each Member to whom Provider provides services. The Member's Records will contain all information required by Laws, generally accepted and prevailing professional practices/industry standards, applicable Government Program Requirements, and Health Plan's policies and procedures. Provider will retain such Records for as long as required by Laws and Government Program Requirements. This section will survive any termination.
 - b. **Confidentiality of Member Record.** Provider will comply with all Laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Health Plan's policies and procedures, and Government Program Requirements regarding privacy and confidentiality. Provider will not disclose or use a Member's name, address, social security number, identity, other personal information, treatment modality, or Record without obtaining appropriate authorization. This section does not affect or limit Provider's obligation to make available the Record, Encounter Data, and information concerning a Member's care to Health Plan, a governmental agency, or another provider of health care. This section will survive any termination.
 - c. **Delivery of Member Information.** Provider will promptly deliver to Health Plan, upon request or as may be required by Laws, Health Plan's policies and procedures, Government Program Requirements, or third-party payers, any information, statistical data, Encounter Data, or Record pertaining to a Member to the extent permitted by Law. Provider is responsible for the costs associated with producing the above items. Provider will further give direct access to the items as requested by Health Plan or as required by a governmental agency. This section will survive any termination.
 - d. **Member Access to Member Record.** Provider will give each Member access to the Member's Record and other applicable information in accordance with Laws, Government Program Requirements, and Health Plan's policies and procedures. This section will survive any termination.
- 2.6 **Program Participation.**
- a. **Participation in Appeals and Grievance Programs.** Provider will participate in and comply with Health Plan's Appeals and Grievance Programs. Provider's failure to exhaust Health Plan's Appeals and Grievance Program will bar Provider from obtaining other remedies available under this Agreement.

in 42 CFR 455.101 and 455.104 (collectively, “Personnel”) have been excluded from participation in the Medicare Program, any state, commonwealth, or the District of Columbia’s Medicaid Program, or any other federal health care program (collectively “Federal Health Care Program”). Provider agrees that it must check the Department of Health and Human Services Office of Inspector General List of Excluded Individuals and Entities, the System for Award Management, any other list maintained by a state, commonwealth, or federal government, and every state, commonwealth, and the District of Columbia’s Medicaid exclusion lists (including criminal background and registry checks) to determine whether Provider or any of its Personnel have been excluded from participation in any Federal Health Care Program. These databases must be checked for any new Personnel and thereafter not less than monthly. Provider will notify Health Plan immediately in writing if Provider determines that Provider or any of its Personnel are suspended or excluded from any Federal Health Care Program. Provider agrees that it is subject to 2 CFR Part 376 and will require its Personnel to agree that they are subject to 2 CFR Part 376. If a governmental agency imposes a penalty, sanction, or other monetary adjustment or withhold due to Provider’s non-compliance with this provision or any payments were made to Provider while under non-compliance with this provision, Health Plan will issue a letter requesting payment of the amount imposed. If the Provider does not timely pay the amount, Health Plan may collect the amount by offsetting or recouping from any amounts due. If required, such offset or recoupment will be done in a manner that is compliant with Laws and Government Program Requirements. This section will survive any termination.

- c. **Legal Actions.** Provider will give prompt written notice to Health Plan of: (i) a legal claim asserted by a Member and information about its resolution; (ii) a criminal investigation or charge, information, or indictment filed and information about its resolution; and (iii) a legal claim that may jeopardize financial soundness and information about its resolution. This section will survive any termination.
- d. **Liability Insurance.** Provider will maintain general liability insurance and additional insurance coverage consistent with industry standards and as required by Laws and Government Program Requirements. If the coverage is claims made or reporting, Provider agrees to purchase “tail” coverage upon termination of the Provider’s present or subsequent policy unless such policy covers prior acts. Provider will deliver copies of such insurance policy to Health Plan within five (5) business days of a written request by Health Plan. Provider will deliver advance written notice fifteen (15) business days before any change, reduction, cancellation, or termination of its insurance coverage. This section will survive any termination.

2.12 **Non-Solicitation of Members.** Provider will not solicit or encourage Members to select another health plan. Nothing in this provision is intended to limit the information available to Members related to Medical Necessity, appropriate treatment, or alternative care.

2.13 **Laws and Government Program Requirements.**

- a. **Compliance with Laws and Government Program Requirements.** Provider will comply with the Laws that are applicable to this Agreement. Provider acknowledges Health Plan has entered into Government Contracts and Provider agrees it will comply with the applicable Government Program Requirements for each Product. Upon written request from Provider, Health Plan will give Provider a copy of each Government Contract under which Provider is participating, redacted to remove financial and other private and trade secret information.
- b. **Fraud and Abuse Reporting.** Provider will comply with Laws and Government Program Requirements relating to fraud, waste, and abuse. Provider will establish and maintain policies and procedures for identifying and investigating fraud, waste, and abuse. In the event Provider discovers an occurrence of fraud, waste, or abuse, Provider will promptly notify Health Plan. Provider will participate in and comply with investigations conducted by Health Plan or by a governmental agency. This section will survive any termination.
- c. **Advance Directive.** Provider will comply with Laws and Government Program Requirements related to Advance Directives.
- d. **Ownership Disclosure Information.** If applicable, Provider must disclose to Health Plan the name and address of each person, entity, or business with an ownership or control interest in the disclosing entity before the Effective Date and throughout the term of this Agreement. Provider or disclosing entity must also disclose to Health Plan whether any person, entity, or business with an ownership or control interest in the disclosing entity are related to another as spouse, parent, child, or sibling before the Effective Date and throughout the term of this Agreement. Furthermore, there must be disclosure of the name of any other disclosing entity in which a

person with an ownership or controlling interest in the Provider or disclosing entity also has an ownership or control interest.

- 2.14 **Reciprocity Agreements.** Provider will cooperate with Affiliates and agrees to ensure reciprocity of health care services and related services and supplies to Affiliates' enrollees. For Affiliates' enrollees, Provider will be compensated for Clean Claims that are determined to be payable at the rate set forth in this Agreement unless otherwise required by a Law or Government Program Requirement. Provider will follow the hold harmless provisions of this Agreement for Affiliates' enrollees.
- 2.15 **Abuse, Neglect, and Exploitation.** Provider will comply with the Laws and Government Program Requirements relating to the reporting of abuse, neglect, and exploitation.
- 2.16 **Condition Change.** Provider will promptly notify Health Plan's Care Management Team upon becoming aware of a significant change in a Member's health or functional status or death except when otherwise required by a Law or Government Program Requirement.

ARTICLE THREE – HEALTH PLAN'S OBLIGATIONS

- 3.1 **Health Plan Compliance.** Health Plan will comply with all Laws and Government Program Requirements that are applicable to this Agreement.
- 3.2 **Member Eligibility Determination.** Health Plan will maintain data on Member eligibility and enrollment. Health Plan will promptly verify Member eligibility at the request of Provider.
- 3.3 **Prior Authorization Review.** Health Plan will respond with a determination on a prior authorization request in accordance with the time frames required by Laws and Government Program Requirements after receiving all necessary information from Provider.
- 3.4 **Medical Necessity Determination.** Health Plan's determination regarding Medical Necessity will govern.
- 3.5 **Member Services.** Health Plan will provide services to Members, including, but not limited to, assisting Members in selecting a primary care physician, processing Member complaints and grievances, informing Members of Health Plan's policies and procedures, providing Members with membership cards, providing Members with information about Health Plan, and providing Members with access to Health Plan's Provider Directory.
- 3.6 **Provider Services.** Health Plan will make available a Provider Services Department that, among other Health Plan duties, is available to assist Provider with questions about this Agreement.
- 3.7 **Corrective Action.** Health Plan and governmental agencies routinely monitor the level, manner, and quality of Covered Services provided as well as Provider's compliance with this Agreement. If a deficiency is identified, Health Plan or an agency, in its sole discretion, may choose to issue a corrective action plan to address the deficiency. Provider is required to accept and implement such corrective action plan. Provider is not entitled to a corrective action plan prior to any termination.
- 3.8 **Plan of Care.** As applicable to the Member, Health Plan will maintain a person-centered comprehensive care plan developed using specific health assessments to determine interventions that support the achievement of both short and long-term goals while minimizing barriers to care. Health Plan will develop the comprehensive care plan with the Member or, when applicable, the Member's representative based on the Member's specific needs, goals, and preferences. Additionally, Health Plan will maintain a Plan of Care that is person centric and reflects the services and supports that are important for the Member to meet their needs, goals, and preferences that are identified through an assessment of functional need. The Plan of Care will identify what is important with regard to the delivery of the services and supports.

ARTICLE FOUR – CLAIMS PAYMENT

- 4.1 **Claims.** Provider will promptly submit to Health Plan Claims for Covered Services in a standard form that is acceptable to Health Plan. Provider is not eligible for payment on Claims submitted after one hundred and eighty (180) days from the Date of Service unless Health Plan is required to follow a different timeframe pursuant to a Law or Government Program Requirement. When Health Plan is the secondary payer, Provider is not eligible for payment for Claims submitted after one hundred and eighty (180) days from the date the primary payer adjudicated the Claim unless Health Plan is required to follow a different timeframe pursuant to a Law or Government Program Requirement. Provider will include all medical records pertaining to the Claim if requested by Health Plan and as

may be required by Health Plan's policies and procedures.

- 4.2 **Compensation.** Health Plan will pay Provider for Clean Claims for Covered Services, that are determined to be payable, in accordance with Laws, Government Program Requirements, and this Agreement. Health Plan will make payment within sixty (60) days, unless otherwise required by Laws or Government Program Requirements. Provider agrees to accept such payments, Member cost-sharing, coordination of benefits, and amounts due from third-parties as payment in full for Covered Services. Provider's failure to comply with the terms of this Agreement may result in non-payment to Provider.
- 4.3 **Member Cost-Sharing.** Provider is responsible for the collection of co-payments, co-insurances, and deductibles, if any, from Members. Provider agrees to bill Members and collect such cost-sharing amounts from Members.
- 4.4 **Member Hold Harmless.** Provider agrees in no event, including, but not limited to, non-payment, insolvency, or breach of this Agreement by Health Plan, will Provider bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against a Member or person acting on a Member's behalf for Covered Services provided pursuant to this Agreement. This does not prohibit Provider from collecting co-payments, co-insurances, or deductibles as specifically provided in the Member's evidence of coverage or fees for non-Covered Services in accordance with Laws and Government Program Requirements. For the purposes of this section, non-Covered Services do not include services that have been determined to be not Medically Necessary by Health Plan. This section will survive any termination, regardless of the reason for the termination, including insolvency of Health Plan.
- 4.5 **Coordination of Benefits.** Health Plan is a secondary payer where another entity is the primary payer. Provider will inquire of each Member to learn if the Member has health insurance or health benefits other than from Health Plan or is entitled to payment from: (i) another insurer or plan of any type; or (ii) a third-party under any other form of compensation, including, but not limited to, personal injury settlements. Provider will file and make reasonable efforts to collect such potential entitlements and Provider will promptly notify Health Plan of such potential entitlement. Unless otherwise required by a Law or Government Program Requirement, Provider will be compensated in an amount equal to the allowable Clean Claim less the amount due from other insurers, plans, or third-parties not to exceed the amount specified in the Compensation Schedule of this Agreement.
- 4.6 **Offset.** In the event of an Overpayment, Health Plan will issue an Overpayment letter requesting repayment of the funds. If the Provider does not timely repay the Overpayment, Health Plan may collect the amount by offsetting or recouping from any amounts due after issuing the Overpayment letter to Provider. If required, the offset or recoupment will be done in a manner that is compliant with Laws and Government Program Requirements. As applicable to the Product, Provider will comply with the Laws and Government Program Requirements regarding the identification and return of Overpayments. Provider will notify Health Plan and applicable governmental agencies of any Overpayments identified by Provider. The offset and recoupment rights set forth in this Agreement will be deemed to be and to constitute rights of offset and recoupment authorized under Law or in equity to the maximum extent legally permissible. Notwithstanding any other provision of this Agreement, the offset and recoupment rights for an Overpayment may be exercised to the time period permitted by Law. Such rights will not be subject to any requirement of prior or other approval from a court or other governmental agency that may now or hereafter have jurisdiction over Health Plan or Provider unless otherwise required for compliance with a Law or Government Program Requirement. This section will survive any termination.
- 4.7 **Claim Review.** Claims will be reviewed and paid in accordance with Health Plan's policies and procedures which are based on Health Plan's experience and industry standard billing and payment rules, including, but not limited to, the Uniform Billing ("UB") manual and editor, Current Procedural Terminology ("CPT") and Healthcare Common Procedure Coding System ("HCPCS"), federal and state/commonwealth billing and payment rules, and National Correct Coding Initiatives ("NCCI") Edits. Furthermore, Provider acknowledges Health Plan's right to conduct Medical Necessity reviews and apply clinical practice standards to determine appropriate payment when applicable. Payment may exclude certain items not billed in accordance with Health Plan's policies and procedures or, when applicable, that do not meet Medical Necessity criteria. This section will survive any termination.
- 4.8 **Claim Auditing.** Provider acknowledges Health Plan's right to conduct post-payment billing audits. Provider will cooperate with Health Plan's audits of claims and payments by providing access at reasonable times to requested claims information, all supporting records, Provider's charging policies, and other related data. Health Plan will use established industry claims adjudication, and clinical practices, federal and state/commonwealth guidelines, and

Health Plan's policies and data to determine the appropriateness of the billing, coding, and payment. This section will survive any termination.

- 4.9 **Financially Responsible Entity Payments.** If Provider provides Covered Services that are the responsibility of a Responsible Entity, Provider will look solely to the Responsible Entity for payment for the Covered Services.
- 4.10 **Timely Submission of Encounter Data.** Provider understands Health Plan may have certain contractual reporting obligations that require timely submission of Encounter Data. If a Clean Claim does not contain the necessary Encounter Data, Provider will submit Encounter Data to Health Plan. This section will survive any termination.

ARTICLE FIVE – TERM AND TERMINATION

- 5.1 **Term.** This Agreement will commence on the Effective Date indicated by Health Plan and will continue in effect for one (1) year and will renew for successive one (1) year terms unless terminated by either Party in accordance with this Agreement.
- 5.2 **Termination without Cause.** This Agreement, an individual Product, or an Individual Provider under this Agreement may be terminated without cause at any time by either Party by giving at least ninety (90) days prior written notice to the other Party.
- 5.3 **Termination with Cause.** In the event of a breach of a material provision of this Agreement, the Party claiming the breach will give the other Party written notice of termination setting forth the facts underlying its claim that the other Party breached this Agreement. The Party receiving the notice of termination will have thirty (30) days from the date of receipt of such notice to remedy or cure the claimed breach to the satisfaction of the other Party. During this thirty (30) day period, the Parties agree to meet as reasonably necessary and to confer to resolve the claimed breach. If the Party receiving the notice of termination has not remedied or cured the breach within such thirty (30) day period, the Party who delivered the notice of termination has the right to immediately terminate this Agreement, or an individual Product or an Individual Provider under this Agreement, upon expiration of the thirty (30) day period. Notwithstanding the forgoing, either Party may immediately terminate this Agreement, an individual Product, or an Individual Provider under this Agreement, without providing the other Party the opportunity to cure a material breach should the terminating Party reasonably believe the material breach of this Agreement to be non-curable.
- 5.4 **Immediate Termination.** Notwithstanding any other provision of this Agreement, this Agreement, an individual Product, or an Individual Provider under this Agreement, may immediately be terminated upon written notice to the other Party in the event any of the following occurs:
- Provider's license or any other approval needed to provide Covered Services is limited, suspended, or revoked, a disciplinary proceeding is commenced against Provider by a governmental or accrediting agency, or an indictment is issued against Provider;
 - Either Party fails to maintain adequate levels of insurance;
 - Provider has not or is unable to comply with Health Plan's certification/credentialing requirements, including, but not limited to, having or maintaining its certification/credentialing status;
 - Either Party becomes insolvent or files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, or a trustee in bankruptcy or receiver for Provider or Health Plan is appointed by appropriate authority;
 - Health Plan reasonably determines that Provider's facility, equipment, or Personnel are insufficient to provide Covered Services;
 - Either Party is excluded/precluded from participation in a state, commonwealth, or federal health care program;
 - Provider is terminated as a provider by a state, commonwealth, or federal health care program;
 - Either Party engages in fraud, waste, or abuse or permits fraud, waste, or abuse by another in connection with the Party's obligations under this Agreement;
 - Health Plan reasonably determines that Covered Services are not being properly provided or arranged for by Provider and such failure poses a threat to Members' health and safety;

- j. Provider violates any Law;
 - k. Provider fails to satisfy the terms of a corrective action plan; or
 - l. Termination is required by a governmental agency.
- 5.5 **Notice to Members.** In the event of any termination, Health Plan will give reasonable notice to Members who are currently receiving services and the Parties will ensure the continuity of services in accordance with and to the extent required by Laws and Government Program Requirements.

ARTICLE SIX – GENERAL PROVISIONS

- 6.1 **Indemnification.** Each Party will indemnify and hold harmless the other Party and its officers, directors, shareholders, employees, agents, and representatives from any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorneys’ fees, which result from a breach of the duties and obligations of the indemnifying Party or its officers, directors, shareholders, employees, agents, and representatives under this Agreement. Each Party agrees to give the other Party prompt written notice of any claim made against the other Party. This section will survive the termination of this Agreement.
- 6.2 **Relationship of the Parties.** Nothing contained in this Agreement is intended to create, nor will it be construed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for effectuating this Agreement. This Agreement is not intended to create a relationship of agency, representation, joint venture, or employment between the Parties. Nothing herein contained will prevent the Parties from entering into similar arrangements with other parties. Each Party will maintain separate and independent management and will be responsible for its own operations. Nothing contained in this Agreement is intended to create, nor will it be construed to create, any right in any third-party to enforce this Agreement.
- 6.3 **Governing Law.** The laws of the State of Iowa will govern this Agreement to the extent such laws are not preempted by federal laws.
- 6.4 **Entire Agreement.** This Agreement, including attachments, addenda, amendments, Provider Manual, Supplemental Materials, and incorporated documents or materials, contains the entire agreement between the Parties relating to the rights granted and obligations imposed by this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, between the Parties and relating to the subject matter of this Agreement, are of no force or effect.
- 6.5 **Severability.** If a term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction or any governmental agency with oversight authority for this Agreement to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated because of such decision.
- 6.6 **Headings and Construction.** The headings in this Agreement are for reference purposes only and are not considered a part of this Agreement in construing or interpreting its provisions. It is the Parties’ desire that if a provision of this Agreement is determined to be ambiguous, then the rule of construction that such provision is construed against its drafter will not apply to the interpretation of the ambiguous provision. The following rules of construction apply to this Agreement: (i) the word “day” means calendar day unless otherwise specified; (ii) the term “business day” means Monday through Friday, except federal holidays; (iii) all words used in this Agreement will be construed to be of such gender or number as circumstances require; (iv) references to specific statutes, regulations, rules or forms, such as CMS-1500, include subsequent amendments or successors to them; and (v) references to any government department or agency include any successor departments or agencies.
- 6.7 **Non-exclusivity.** This Agreement will not be construed to be an exclusive Agreement between the Parties. Nor will it be deemed to be an Agreement requiring Health Plan to refer Members to Provider.
- 6.8 **Amendments.**
- a. **Regulatory Amendments.** Health Plan may immediately amend this Agreement to maintain consistency or compliance with applicable policy, directive, Law, or Government Program Requirement at any time and without Provider’s consent. Such regulatory amendment will be binding upon Provider.
 - b. **Non-Regulatory Amendments.** Notwithstanding the Regulatory Amendments section, Health Plan may otherwise amend this Agreement upon thirty (30) days prior written notice to Provider. If Provider does not

deliver a written disapproval to such amendment within the thirty (30) day period, the amendment will be deemed accepted by and binding upon Provider. If Health Plan receives a written disapproval within the thirty (30) day period, the Parties agree to meet and confer in good faith to determine if a revised amendment can be accepted by and binding upon the Parties.

- 6.9 **Delegation or Subcontract.** Provider will submit to Health Plan a list identifying Provider's Subcontractors with a description of the services each Subcontractor provides. Provider will promptly submit updates to the list to Health Plan. Provider will ensure each Subcontractor complies with the applicable terms of this Agreement. Provider's contract with a Subcontractor will be in writing and will bind the Subcontractor to the applicable terms required for compliance with this Agreement. Health Plan has the right to request Provider limit the use of a Subcontractor that does not meet the applicable terms of the Agreement and Provider will take reasonable action to comply with the request.
- 6.10 **Assignment.** Provider may not assign or transfer, in whole or in part, any rights, duties, or obligations under this Agreement without the prior written consent of Health Plan. Subject to the foregoing, this Agreement is binding upon, and inures to the benefit of the Parties and respective successors in interest and assignees. Neither the acquisition of Health Plan nor a change of its legal name shall be deemed an assignment.
- 6.11 **Arbitration.**
- a. **Arbitration Requirements.** Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (hereafter "Dispute"), shall be determined by arbitration, subject to the terms of this section. The arbitration shall take place in Polk County, Iowa before one (1) arbitrator. The arbitrator will be an attorney with at least fifteen (15) years of experience, including at least five (5) years of experience in health care. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This section shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Matters that primarily involve Provider's professional competence or conduct (i.e., malpractice, professional negligence, or wrongful death) are not eligible for arbitration.
 - b. **Meet and Confer.** Prior to the initiation of arbitration, the Parties shall attempt to resolve any Dispute arising out of or relating to this Agreement via a good faith "Meet and Confer." To initiate a Meet and Confer, a Party shall deliver to the other Party a written notice of the Dispute that includes a demand to Meet and Confer. The notice shall include: (i) a statement of the Party's position and a summary of arguments supporting that position; and (ii) the name and contact information of the executive who will participate in the Meet and Confer. The Meet and Confer shall be held within forty-five (45) days of the delivery of the notice, at a mutually acceptable time and place, between appropriate representatives of the Parties, including a person authorized to settle the Dispute (the "First Meeting"). The Parties may agree to further discussions after the First Meeting. At no time prior to the First Meeting shall either Party initiate an arbitration or litigation related to this Agreement, except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. This limitation is inapplicable to a Party if the other party refuses to comply with the requirements of this subsection.
 - c. **Rules for Arbitration.** The arbitrator will have no authority to give a remedy or award damages that would not be available to such prevailing Party in a court of law, nor will the arbitrator have the authority to award punitive, exemplary, or treble damages. The arbitrator will deliver a written reasoned decision within thirty (30) days of the close of arbitration, unless an alternate agreement is made during the arbitration. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure that is in place at the time of the arbitration with respect to any final award in an arbitration arising out of or related to this Agreement.
- The Parties agree to accept any decision by the arbitrator, which is grounded in applicable law, as a final determination of the matter in dispute. The award may be vacated, modified, or corrected pursuant to the Federal Arbitration Act, 9 USC §§ 9-11. Grounds for vacating an award include: (i) where the award was procured by corruption, fraud, or undue means; (ii) where the arbitrators were guilty of misconduct or exceeded their powers; (iii) evident material miscalculation; (iv) evident material mistake in the description of any person, thing, or property referred to in the award; and (v) imperfections in a matter of form not affecting the merits.

Each Party shall bear its own costs and expenses of arbitration, including its own attorneys' fees, and shall bear an equal share of the arbitrator and administrative fees of arbitration.

Arbitration must be initiated within one (1) year of the earlier of the date the Dispute arose, was discovered, or should have been discovered with reasonable diligence; otherwise, the Dispute will be deemed waived, and the complaining Party shall be barred from initiating arbitration or other proceedings. The Parties expressly agree that the deadline to file arbitration shall not be subject to waiver, tolling, alteration, or modification of any kind or for any reason other than fraud.

6.12 Notice.

- a. **Delivery.** All notices required or permitted by this Agreement, except for Supplemental Materials, will be in writing and delivered: (i) in person; (ii) by U.S. Postal Service ("USPS") registered, certified, or express mail with postage prepaid; (iii) by overnight courier that guarantees next day delivery; (iv) by facsimile transmission; or (v) by email. Notice is deemed given: (i) on the date of personal delivery; (ii) on the second day after the postmark date for USPS registered, certified, or express mail with postage prepaid; (iii) on the date of delivery shown by overnight courier; or (iv) on the date of transmission for facsimile or email.
 - b. **Addresses.** The mailing address, email address, and facsimile number set forth under the Signature Page will be the Party's information for delivery of notice. Each Party may change its information through written notice in compliance with this section without amending this Agreement. Notice will be sent to the attention of the Authorized Representative.
- 6.13 **Waiver.** A failure or delay of a Party to exercise or enforce any provision of this Agreement will not be deemed a waiver of any right of that Party. Any waiver must be specific, in writing, and executed by the Parties.
- 6.14 **Execution in Counterparts and Duplicates.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree facsimile signatures, pdf signatures, photocopied signatures, electronic signatures, or signatures scanned and sent via email will have the same effect as original signatures.
- 6.15 **Force Majeure.** Neither Party will be liable or deemed to be in default for any delay or failure to perform any duty under this Agreement resulting directly or indirectly, from acts of God, civil or military authority, acts of a public enemy, war, accident, fire, explosion, earthquake, flood, strikes by either Party's employees, or any other similar cause beyond the reasonable control of such Party if it is determined that: (i) the Party used the efforts a reasonable person would during the force majeure event to perform its duties under this Agreement; and (ii) the Party's inability to perform its duties during the force majeure event is not due to its failure to take measures to protect itself against the force majeure event.
- 6.16 **Confidentiality.** Any information disclosed by either Party in fulfillment of its duties under this Agreement, including, but not limited to, health care information, compensation rates, and the terms of the Agreement, will be kept confidential. Information provided to Provider, including, but not limited to, Member lists, QI Program, certification/credentialing criteria, compensation rates, and any other administrative protocols or procedures of Health Plan, is the proprietary property of Health Plan and will be kept confidential. Provider will not disclose or release information to a third-party without the written consent of Health Plan. However, each Party may share information with its subsidiaries and affiliates and its respective Personnel and designees as necessary to fulfill the terms of this Agreement. Nothing in the Agreement will preclude either Party from disclosing information as required for compliance with a Law or Government Program Requirement or as required to comply with a governmental authority request provided that the information is only disclosed in a manner and to the extent required for compliance and in accordance with applicable Law. Provider will either return confidential information or destroy confidential information and provide confirmation of the destruction to Health Plan upon request if the Agreement terminates. This section will survive any termination.
- 6.17 **Adjustments.** If a governmental agency imposes a penalty, sanction, or other monetary adjustment or withhold due to Provider's non-compliance with this Agreement, Health Plan will be able to collect the amount imposed on or withheld from Health Plan. Health Plan will issue a letter requesting payment of the amount imposed or withheld. If Provider does not timely pay the amount, Health Plan may collect the amount by offsetting or recouping from any amounts due. If required, such offset or recoupment will be done in a manner that is compliant with Laws and Government Program Requirements. This section will survive any termination.

- 6.18 **Expenses.** Unless otherwise specifically stated in the Agreement, all costs and expenses incurred in connection with this Agreement will be paid by the Party incurring the cost or expense.
- 6.19 **Offshore Resources.** Neither Provider nor its Subcontractors will perform any work related to the administration of the Agreement outside the United States of America without the prior written consent of Health Plan.
- 6.20 **Business Associate.** Provider will obtain and maintain a National Provider Identification (“NPI”) Number through the CMS National Plan and Provider Enumeration System. If Provider is unable to obtain an NPI Number or if otherwise required for compliance with a Law, Provider agrees to execute a Business Associate Agreement (“BAA”) with Health Plan and further agrees that this Agreement will be subject to the requirements of the BAA executed separately from this Agreement. Notwithstanding any other term of the Agreement, Health Plan may immediately terminate this Agreement upon written notice to Provider if the Parties are unable to execute BAA.

ATTACHMENT A

Products

Provider's participation in the Medicaid Product listed below is contingent upon Health Plan executing a Government Contract with the appropriate governmental agency. Provider agrees to participate in the Medicaid Product on the date it becomes operational for Health Plan under its Government Contract and Provider shall be bound to the terms of this Agreement. For all other Products, Provider's participation in each Product listed below is contingent upon the Product being offered by the appropriate governmental agency and upon Health Plan executing a Government Contract with the appropriate governmental agency. Subject to applicable Laws and Government Program Requirements, Provider agrees to participate in each Product on the date it becomes operational for Health Plan under its Government Contract and Provider shall be bound to the terms of this Agreement.

- 1.1 **Medicaid and CHIP** – including, but not limited to, IA Health Link and Hawki programs and any other Medicaid programs Health Plan offers in the future.
- 2.1 **Medicare Advantage.**
- 3.1 **Medicare-Medicaid Program.**

ATTACHMENT B

Compensation Schedule

- 1.1 **Compensation for Medicaid and CHIP.** Health Plan agrees to compensate Provider on a fee-for-service basis for Covered Services provided under the Medicaid and CHIP Products that are determined by Health Plan to be payable pursuant to Laws, Government Program Requirements, and this Agreement and that are submitted on a Clean Claim, less any applicable amounts paid or to be paid by other liable third-parties and the Member for cost-sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) an amount equivalent to the Medicaid Fee-for-Service Program allowable payment rate as set forth by the State of Iowa ("Medicaid Rate") or, for those Covered Services where there is no Medicaid Rate, at an amount equivalent to the Medicare Fee-for-Service Program allowable payment rate, geographically adjusted ("Medicare Rate").

Notwithstanding any other term of the Agreement, compensation will be thirty percent (30%) of Provider's billed charges, not to exceed seventy-five dollars (\$75.00), for those Covered Services where there is no Medicaid Rate or Medicare Rate.

Except when otherwise set forth by a Law or Government Program Requirement, Provider agrees that Health Plan will implement updates or revisions to the Medicaid or Medicare Fee-for-Service Program fee schedules on a prospective basis within sixty (60) days of the update or revision from the agency. The update or revision will be applied to all Claims received after the implementation and Health Plan will not be required to retrospectively adjust any Claims.

- 2.1 **Compensation for Medicare Advantage.** Health Plan agrees to compensate Provider on a fee-for-service basis for Covered Services provided under the Medicare Advantage Product that are determined by Health Plan to be payable pursuant to Laws, Government Program Requirements, and this Agreement and that are submitted on a Clean Claim, less any applicable amounts paid or to be paid by other liable third-parties and the Member for cost-sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) an amount equivalent to the Medicare Fee-for-Service Program allowable payment rate, geographically adjusted ("Medicare Rate"). Notwithstanding any other term of the Agreement, compensation will be thirty percent (30%) of Provider's billed charges, not to exceed seventy-five dollars (\$75.00), for those Covered Services where there is no Medicare Rate.

Except when otherwise set forth by a Law or Government Program Requirement, Provider agrees that Health Plan will implement updates or revisions to the Medicare Fee-for-Service Program fee schedules on a prospective basis within sixty (60) days of the update or revision from the agency. The update or revision will be applied to all Claims received after the implementation and Health Plan will not be required to retrospectively adjust any Claims.

- 3.1 **Compensation for Medicare-Medicaid Program.** Health Plan agrees to compensate Provider on a fee-for-service basis for Covered Services provided under the Medicare-Medicaid Program Product that are determined by Health Plan to be payable pursuant to Laws, Government Program Requirements, and this Agreement and that are submitted on a Clean Claim, less any applicable amounts paid or to be paid by other liable third-parties and the Member for cost-sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of Provider's billed charges or the following amounts in effect for the Date of Service.

For Covered Services which are covered by or are primary to Medicare, an amount equivalent to the Medicare Fee-for-Service Program allowable payment rate, geographically adjusted, ("Medicare Rate") and any portion, if any, that the Medicaid agency or Health Plan would have been responsible for paying if the Member was enrolled in the Medicare Fee-for-Service Program. The Medicare Fee-for-Service Program allowable payment rate deducts any cost-sharing amounts, including, but not limited to, co-payments, deductibles, co-insurances, or amounts paid or to be paid by other liable third-parties that would have been deducted if the Member were enrolled in the Medicare Fee-for-Service Program.

For Covered Services which are covered by or are primary to Medicaid, an amount equivalent to the Medicaid Fee-for-Service Program allowable payment rate as set forth by the State of Iowa ("Medicaid Rate").

Notwithstanding any other term of the Agreement, compensation will be thirty percent (30%) of Provider's billed charges, not to exceed seventy-five dollars (\$75.00), for those Covered Services where there is no Medicaid Rate or Medicare Rate.

Except when otherwise set forth by a Law or Government Program Requirement, Provider agrees that Health Plan will implement updates or revisions to the Medicaid and Medicare Fee-for-Service Program fee schedules on a prospective basis within sixty (60) days of the update or revision from the agency. The update or revision will be applied to all Claims received after the implementation and Health Plan will not be required to retrospectively adjust any Claims.

ATTACHMENT B-1

Statement of Work

This attachment sets forth additional terms and conditions that are applicable to this Agreement. All provisions of the Agreement not specifically modified by this Statement of Work (“SOW”) attachment remain unchanged and will control. In the event of a conflict between this attachment and any other provision in the Agreement, the provisions in this attachment will control. Capitalized terms used in this attachment will have the same meaning ascribed to them in the Agreement unless otherwise defined in this attachment.

ARTICLE ONE – WAIVERS

- 1.1 **Eligible Members.** Provider will only provide Covered Services to those qualifying Members identified as eligible by Health Plan.
- 1.2 **Waiver Types.** Provider agrees to provide services and supports under the waiver service as indicated by the check mark next to the waiver service below. Provider recognizes that failure to mark the applicable box may result in payment delay and that all services and supports are subject to Member benefit limits. Please mark each box next to the applicable waiver service.
- | | |
|--|--|
| ☐ AIDS/HIV Waiver | ☐ Intellectual Disability (“ID”) Waiver |
| ☐ Brain Injury (“BI”) Waiver | ☐ Physical Disability (“PD”) Waiver |
| ☐ Children’s Mental Health (“CMH”) Waiver | ☐ State Plan HCBS Habilitation Services Program (1915i) |
| ☐ Elderly Waiver | ☐ Other: |
| ☐ Health and Disability (“HD”) Waiver | |
-

ARTICLE TWO - RESPONSIBILITIES

- 2.1 **Responsibilities of Provider.**
- Provider will communicate with Health Plan’s care management staff.
 - Provider will give Health Plan the name of an individual who may act as a point of contact between Health Plan and Provider.
 - As requested by Health Plan or required for compliance with Laws and Government Program Requirements, Provider will assist Health Plan with creating documented policies and operating procedures to support this Agreement. Provider will further assist in implementing such operating procedures.
 - As requested by Health Plan or required for compliance with Laws and Government Program Requirements, Provider will coordinate quarterly joint operations meetings or calls with Health Plan to include Provider’s authorized representatives.

ARTICLE THREE - INVOICE COMPENSATION

- 3.1 **Invoice Compensation.**
- For Covered Services not reimbursed on fee-for-service basis and which are reimbursed on an invoice, Provider will promptly submit to Health Plan invoices for Covered Services in a standard form that is acceptable to Health Plan. Invoices will include all information required by Health Plan, which will include, but not be limited to Provider’s legal name (including its “doing business as name” when applicable), Provider’s Tax ID that corresponds to Provider’s legal name, the name of the Member who received the Covered Service, and the Covered Service provided and the date on which the Covered Service was completed. Provider is not eligible for payment on an invoice submitted after thirty (30) days from the date the Covered Service were completed, unless Health Plan is required to follow a different timeframe pursuant to a Law or Government Program Requirement. For Provider to be eligible to receive payment for a Covered Service provided, Health Plan must receive supporting documentation, including Encounter Data when applicable, for each Member listed on the Invoice submitted.

- b. Health Plan agrees to compensate Provider for Covered Services provided that are submitted on an invoice, which have no defect, impropriety, lack of required substantiating documentation, or particular circumstance requiring special treatment that prevents timely processing of the invoice, that are determined to be payable in accordance with Laws, Government Program Requirements, and this Agreement. Provider agrees to accept such payments less any applicable amounts paid or to be paid by other liable third-parties and the Member for cost-sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, as payment in full for Covered Services provided.
- c. Provider agrees it is responsible for all fees and costs necessary for Provider to complete Covered Services reimbursed on an invoice, this includes, but is not limited to, materials, labor, subcontractors, permits, and inspections.

ATTACHMENT C

State of Iowa Required Provisions

State Laws

This attachment sets forth applicable State Laws or other provisions necessary to reflect compliance with State Laws. This attachment will be automatically modified to conform to subsequent changes to Law. All provisions of the Agreement not specifically modified by this attachment remain unchanged and will control. In the event of a conflict between this attachment and any other provision in the Agreement, the provisions in this attachment will control. Capitalized terms used in this attachment will have the same meaning ascribed to them in the Agreement unless otherwise set forth in this attachment. Any purported modification or any provision in this attachment that is inconsistent with Law will not be effective and will be interpreted in a manner that is consistent with the applicable Law. For the avoidance of doubt, this attachment does not apply to the Medicare Advantage Product or the Medicare-Medicaid Product to the extent such Products are preempted by Federal Law.

- 1.1 **Hold Harmless Provisions.** Provider, or its assignee or subcontractor, hereby agrees that in no event, including, but not limited to nonpayment by the Health Plan, Health Plan insolvency or breach of this agreement, shall Provider, or its assignee or subcontractor, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against subscriber/enrollee or persons other than the Health Plan acting on their behalf for services provided pursuant to this Agreement. This provision shall not prohibit collection of supplemental charges or co-payments on Health Plan's behalf made in accordance with terms of the applicable agreement between Health Plan and Member.

Provider, or its assignee or subcontractor, further agrees this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member and that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Member or persons acting on their behalf.

ATTACHMENT D

Medicaid and CHIP

Laws and Government Program Requirements

This attachment sets forth applicable Laws and Government Program Requirements, or other provisions necessary to reflect compliance for the Medicaid and CHIP Products. This attachment will be automatically modified to conform to subsequent changes to Laws or Government Program Requirements. All provisions of the Agreement not specifically modified by this attachment remain unchanged and will control. In the event of a conflict between this attachment and any other provision in the Agreement, the provisions in this attachment will control for the Medicaid and CHIP Products. Capitalized terms used in this attachment will have the same meaning ascribed to them in the Agreement unless otherwise set forth in this attachment. Any purported modification or any provision in this attachment that is inconsistent with a Law or Government Program Requirement will not be effective and will be interpreted in a manner that is consistent with the applicable Law and Government Program Requirement. This attachment only applies to Medicaid and CHIP Products.

- 1.1 **Health Plan's State Contract.** Provider, and its assignee or subcontractor, agree that all applicable terms and conditions set out in the contract and any amendments between the Health Plan and the State of Iowa and all applicable State and Federal laws, as amended, govern the duties and responsibilities of the Provider with regard to the provision of Covered Services to Members.
- 1.2 **Continuation of Benefits.** Provider will ensure the continuation of benefits in accordance with Laws and Government Program Requirements and this Agreement.
- 1.3 **BAA.** The Parties will execute a signed Business Associate Agreement ("BAA") when required due to the services provided under this Agreement.
- 1.4 **TPL.** Provider will make every reasonable effort to determine third-party liability and collect third-party liability in accordance with Law and Government Program Requirements and this Agreement.
- 1.5 **Provider Enrollment.** Provider agrees to enroll with the Iowa Department of Human Services ("Agency"), Iowa Medicaid Enterprise, as a condition of participation in the Health Plan's network.
- 1.6 **Records.** Provider will, within the timeframe designated by the Agency or other authorized entity, permit Health Plan, representatives of the Agency, and other authorized entities to review Members' records for the purposes of monitoring the Provider's compliance with the record standards, capturing information for clinical studies, monitoring quality, or any other reason.
- 1.7 **Payment to Providers.** The Health Plan shall pay Providers for Covered Services rendered to the Members in accordance with Law. The Health Plan shall pay or deny ninety percent (90%) of all clean claims within thirty (30) calendar days of receipt, ninety-five percent (95%) of all clean claims within forty-five (45) calendar days of receipt, and ninety-nine percent (99%) of all claims within ninety (90) calendar days of receipt.
- 1.8 **Medicaid Ownership Form.** Provider agrees to fully complete the Iowa Department of Human Services Medicaid Ownership and Control Disclosure, Form 470-5186.
- 1.9 **Nursing Facility Provider.** If Provider is a nursing facility, the following requirements apply.
 - a. Provider will promptly notify Health Plan of a Member's admission or request for admission to the nursing facility as soon as the facility has knowledge of such admission or request for admission;
 - b. Provider will notify Health Plan immediately if the nursing facility is considering discharging a Member and will consult with the Member's care coordinator;
 - c. Provider will notify Member and the Member's representative (if applicable) in writing prior to discharge in accordance with State and Federal requirements;
 - d. Provider will be responsible for the collection of client participation (formerly known as "patient liability") pursuant to Laws and Government Program Requirements and this Agreement;
 - e. Provider will notify Health Plan of any change in a Member's medical or functional condition that could impact the Member's level of care eligibility for the currently authorized level of nursing facility services;

- f. Provider will comply with federal pre-admission screening and resident review requirements to provide or arrange to provide specialized services and all applicable Iowa Law governing admission, transfer, and discharge policies; and
 - g. If Provider is involuntarily decertified by the State or CMS, the Agreement shall automatically be terminated in accordance with Federal requirements.
- 1.10 **HCBS Provider.** If Provider is a home and community-based services (“HCBS”) provider, the following requirements apply.
- a. Provider will provide at least thirty (30) days advance notice to Health Plan when the Provider is no longer willing or able to provide services to a Member and cooperate with the Member’s care coordinator to facilitate a seamless transition to alternate Providers; and
 - b. If a provider change is initiated for a Member, regardless of any other provision in the Agreement, Provider will continue to provide services to the Member in accordance with the Member’s plan of care until the Member has been transitioned to a new provider, as determined by Health Plan , or as otherwise directed by Health Plan, which may exceed thirty (30) days from the date of notice of the provider change to the Health Plan.
- 1.11 **LTSS Community-Based Care.** If Provider offers long-term support services (“LTSS”), Provider will offer LTSS community-based care to Members and shall not involuntarily discharge a resident without providing a minimum of thirty (30) days’ notice and an acceptable transition plan to avoid placement in an inappropriate or more restrictive setting.
- 1.12 **Right to Audit.** The Iowa Department of Human Services, the Centers for Medicare & Medicaid Services, the Office of the Inspector General, the Comptroller General or their designees may, at any time, inspect and audit any records or documents of Health Plan and Provider or its subcontractors and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit exists for ten (10) years from the final date of the Health Plan’s State Contract or from the date of completion of any audit, whichever is later.
- 1.13 **Encounter Data.** Provider will ensure there is no duplicate submissions of Encounter Data for claims made to Health Plan. Health Plan reserves the right to seek recovery from Provider for any penalties incurred by the Health Plan related to or arising from duplicate encounter data submissions as set forth in Health Plan’s State Contract.

ATTACHMENT E

Medicare Advantage

Laws and Government Program Requirements

This attachment sets forth applicable Laws and Government Program Requirements, or other provisions necessary to reflect compliance for the Medicare Advantage Product. This attachment will be automatically modified to conform to subsequent changes to Laws or Government Program Requirements. All provisions of the Agreement not specifically modified by this attachment remain unchanged and will control. In the event of a conflict between this attachment and any other provision in the Agreement, the provisions in this attachment will control for the Medicare Advantage Product. Capitalized terms used in this attachment will have the same meaning ascribed to them in the Agreement unless otherwise set forth in this attachment. Any purported modification or any provision in this attachment that is inconsistent with a Law or Government Program Requirement will not be effective and will be interpreted in a manner that is consistent with the applicable Law and Government Program Requirement. This attachment only applies to the Medicare Advantage Product.

1.1 Definitions.

- a. **Completion of Audit** means a completion of audit by The U.S. Department of Health and Human Services (“HHS”), the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or Related Entity.
- b. **Downstream Entity** means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between a Medicare Advantage Organization (or applicant) and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider for health and administrative services.
- c. **Final Contract Period** means the final term of the contract between CMS and the Medicare Advantage Organization.
- d. **First Tier Entity** means any party that enters into a written arrangement, acceptable to CMS, with a Medicare Advantage Organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the Medicare Advantage program.
- e. **Medicare Advantage Organization** means a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the Medicare Advantage contract requirements.
- f. **Related Entity** means any entity that is related to the Medicare Advantage Organization by common ownership or control and: (i) performs some of the Medicare Advantage Organization's management functions under contract or delegation; (ii) furnishes services to Medicare enrollees under an oral or written agreement; or (iii) leases real property or sells materials to the Medicare Advantage Organization at a cost of more than \$2,500 during a contract period.

- 1.2 **Right to Audit.** HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the First Tier Entity, Downstream Entity, and Related Entity, through ten (10) years from the final date of the Final Contract Period of the contract entered into between CMS and the Medicare Advantage Organization or from the date of completion of any audit, whichever is later.

- 1.3 **Right to Audit Directly from FDR.** HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under Section 1.2, of this attachment, directly from any First Tier Entity, Downstream Entity, and Related Entity. For records subject to review under Section 1.2, except in exceptional circumstances, CMS will provide notification to the Medicare Advantage Organization that a direct request for information has been initiated.

- 1.4 **Confidentiality.** Provider will comply with the confidentiality and Member record accuracy requirements, including: (i) abiding by all Laws regarding confidentiality and disclosure of medical records, or other health and enrollment information; (ii) ensuring that medical information is released only in accordance with applicable Law,

or pursuant to court orders or subpoenas; (iii) maintaining the records and information in an accurate and timely manner; and (iv) ensuring timely access by Members to the records and information that pertain to them.

- 1.5 **Hold Harmless.** Members will not be held liable for payment of any fees that are the legal obligation of the Medicare Advantage Organization.
- 1.6 **Cost-Sharing.** For all Members eligible for both Medicare and Medicaid, Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Provider will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Provider may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Provider will: (i) accept the Health Plan payment as payment in full; or (ii) bill the appropriate State source.
- 1.7 **Delegation.** Any services or other activity performed in accordance with a contract or written agreement by Provider or a Downstream Entity of Provider must be consistent and comply with the Medicare Advantage Organization's contractual obligations.
- 1.8 **Prompt Payment.** Health Plan will pay Provider for Clean Claims for Covered Services, that are determined to be payable, in accordance with Laws, Government Program Requirements, and this Agreement. Health Plan will make such payment within sixty (60) days.
- 1.9 **Compliance with Medicare Laws.** Provider will comply with all applicable Medicare Laws, regulations, and CMS instructions.
- 1.10 **Benefit Continuation.** Provider agrees to provide for continuation of Member health care benefits: (i) for all Members, for the duration of the period for which CMS has made payments to Health Plan for Medicare services; and (ii) for Members who are hospitalized on the date Health Plan's contract with CMS terminates, or, in the event of insolvency, through discharge.
- 1.11 **Accountability.** Health Plan may only delegate activities or functions to a First Tier Entity or Downstream Entity in a manner that is consistent with the requirements set forth in Health Plan's contractual obligations.
- 1.12 **Reporting.** Provider agrees to provide relevant data to support Health Plan in complying with the requirements set forth in 42 CFR 422.516 and 42 CFR 422.310.

ATTACHMENT F

Medicare-Medicaid Program

Laws and Government Program Requirements

This attachment sets forth applicable Laws and Government Program Requirements, or other provisions necessary to reflect compliance for the MMP Product. This attachment will be automatically modified to conform to subsequent changes to Laws or Government Program Requirements. All provisions of the Agreement not specifically modified by this attachment remain unchanged and will control. In the event of a conflict between this attachment and any other provision in the Agreement, the provisions in this attachment will control for the MMP Product. Capitalized terms used in this attachment will have the same meaning ascribed to them in the Agreement unless otherwise set forth in this attachment. Any purported modification or any provision in this attachment that is inconsistent with a Law or Government Program Requirement will not be effective and will be interpreted in a manner that is consistent with the applicable Law and Government Program Requirement. This attachment only applies to MMP Product.

1.1 Placeholder - Not currently an active Product.

ATTACHMENT G

Coronavirus Disease Requirements

This attachment sets forth applicable Coronavirus Disease (“COVID”) requirements which are required to be included by Law as stated below. This attachment will be automatically modified to conform to subsequent changes to Law. All provisions of the Agreement not specifically modified by this attachment remain unchanged and will control. In the event of a conflict between this attachment and any other provision in the Agreement, the provisions in this attachment will control. Capitalized terms used in this attachment will have the same meaning ascribed to them in the Agreement unless otherwise set forth in this attachment. Any purported modification or any provision in this attachment that is inconsistent with Law will not be effective and will be interpreted in a manner that is consistent with the applicable Law. For the avoidance of doubt, this attachment applies to the Medicare Advantage Product and the Medicare-Medicaid Product.

- 1.1 **Executive Order 14042.** Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors for Subcontractors Over the Simplified Acquisition Threshold of Two Hundred and Fifty Thousand Dollars (\$250,000).
- a. **Definition.** As used in this section, “United States or its outlying areas” means:
 - i. The fifty States;
 - ii. The District of Columbia;
 - iii. The commonwealths of Puerto Rico and the Northern Mariana Islands;
 - iv. The territories of American Samoa, Guam, and the United States Virgin Islands; and
 - v. The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.
 - b. **Authority.** This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).
 - c. **Compliance.** Provider, a subcontractor, shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this Agreement, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (“Task Force Guidance”) at <https://www.saferfederalworkforce.gov/contractors/>.
 - d. **Subcontracts.** Provider shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

**RESOLUTION APPROVING THE FIRST STATE OF IOWA NEMT AMENDMENT
LETTER OF AGREEMENT WITH MEDICAL TRANSPORTATION MANAGEMENT,
INC. (MTM) FOR PUBLIC NON-EMERGENCY MEDICAL TRANSPORT**

WHEREAS, MTM, Inc. has been awarded the Iowa statewide non-emergency medical transport (NEMT) FFS contract; and

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with MTM. Inc. for billing Medicare rides.

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

Section 1. That the new contract with MTM, Inc. is hereby accepted and approved and City staff are authorized to execute said contract.

Passed this 28th 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: Kevin Pigors
DATE: 11/18/2022
RE: MTM Contract

Policy Issue: City Council must approve of contracts

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Enter into an Agreement with MTM

Recommendation: Approve MTM contract

Budget Impact: Increase in billable revenue

Description/Background: MTM, Inc. has been awarded the Iowa statewide non-emergency medical transport (NEMT) FFS contract. By entering into a contract with MTM, Marshalltown Transit will be able to bill them for rides covered by Medicare.

CITY COUNCIL

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



**FIRST STATE OF IOWA NEMT AMENDMENT
TO
TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT**

THIS FIRST AMENDMENT (“First Amendment”) to the Transportation Provider (Public Transit) Letter of Agreement is made and entered into by and between Medical Transportation Management, Inc. (“MTM”) and City of Marshalltown (“Transportation Provider”). MTM and Transportation Provider may be referred to hereinafter collectively as the “Parties,” and individually, each a “Party.”

WHEREAS, the Parties have previously entered into a Transportation Provider (Public Transit) Letter of Agreement (“Agreement”); and

WHEREAS, the Parties wish to amend and modify certain terms of the Agreement as stated herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree to amend the Agreement as follows:

4. Laws, Regulations, Licenses.

Delete and replace with the following:

4. Provider is a legally recognized business entity duly incorporated or organized, validly existing, authorized to transact business, and in good standing under the laws of the State in which services are being rendered. A Certificate of Good Standing from the Secretary of State must be provided to MTM upon request. Provider understands and agrees that it is the Provider’s responsibility for itself and its Drivers, to obtain and maintain in active status any and all licenses, permits, certificates, and registrations that are required by Federal, State or local laws, rules and regulations, as they currently exist and may hereafter be amended, including but not limited: the False Claims Act (32 USC 3729, et. seq.), and the Anti-Kickback Statute (section 1128 (b)) of the Social Security Act; the Americans With Disabilities Act (ADA) of 1990; the Rehabilitation Act of 1973, Section 504; the requirements of 42 Code of Regulations, Part 431, Subpart F; Title VII of the Civil Rights Act of 1964; Medicaid and Medicare laws and regulations; Federal Deficit Reduction Act of 2005; Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 276c); the Byrd Anti-Lobbying Amendment (31 USC 1352), and State and local traffic and distracted driving laws, to any and all licenses, registrations, or certificates required to provide transportation for hire, and to operate as a Medicaid Provider in the assigned Service Area, these may include but not be limited to certification by the Iowa Department of Health and Human Services, Department of Transportation, or certification by the State of Iowa, in the case of non-emergency Ambulance services and maintain an active valid registration through the term of the Agreement and shall provide quality and safe transportation Services, and comply with all applicable statutes, ordinances and regulations governing the performance of Services herein. Provider agrees to have a sufficient staff of appropriately trained, licensed, and fully credentialed Drivers and Attendants meeting all applicable Federal, State, and local laws, rules and regulations to perform the Services. Provider shall only use Drivers, Attendants, and vehicles to perform Services under this Agreement that are fully credentialed pursuant to the requirements of the Client Contracts. It is in the Provider’s best interest to have Drivers and/or office personnel who are also fluent in the languages prevalent in Provider’s Service Area. Further, Transportation Provider agrees to comply with the Medicare Advantage and Medicaid Program Requirements, a copy of which is attached as Appendix C to this Agreement and incorporated herein by reference.

18. Definitions.

Delete:

C. and replacing with the following:

C. **Criminal Background Check** shall mean an Iowa Division of Criminal Investigation (DCI), and a Federal Bureau of Investigation (FBI) background check, to include a national criminal record search, a social security number trace, a National Criminal Database search or the equivalent and a County Criminal Court Search or the equivalent based on the previous addresses as well as the names associated with the individual.

[SIGNATURES ON FOLLOWING PAGE]

**FIRST STATE OF IOWA NEMT AMENDMENT
TO
TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT**

Except as amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of January 1st, 2023

Medical Transportation Management, Inc.	City of Marshalltown
By:	By:
Print: Nathan Mueller	Print: Kevin Pigors
Title: Director	Title: Transit Administrator
Date:	Federal Tax ID#: 42-1014354 Date

**NON-EMERGENCY MEDICAL TRANSPORTATION
TRANSPORTATION PROVIDER, VEHICLE AND DRIVER REQUIREMENTS AND CREDENTIALS
AFFIDAVIT OF COMPLIANCE FORM**

This Affidavit of Compliance (Affidavit) documents compliance by City of Marshalltown ("Transportation Provider") of the following:

By signing this Affidavit, the undersigned, as a duly authorized representative of the Transportation Provider, hereby attests that the Transportation Provider is in compliance with (i) all applicable Federal and State statutory requirements, local laws, rules, regulations, licenses, permits, certifications, and registrations; and (ii) all requirements of Medical Transportation Management, Inc. ("MTM") and governmental agencies and health care plans ("Clients") pertaining to non-emergency transportation ("NEMT" or "NET") services and to vehicle(s) and Transportation Provider(s), and individual(s) (each, a "Driver", collectively "Drivers") who are directly retained/employed by the Transportation Provider to render transportation services. This Affidavit serves as an acknowledgment and representation that the Transportation Provider, its vehicles, and its Driver(s) understand and meet all such requirements.

Transportation Provider, its vehicles and Driver Requirements and Credentials

Transportation Provider further attests that:

1. Transportation Provider, its vehicles and Driver(s) meet all requirements and credentials specified in the signed Transportation Provider (Public Transit) Letter of Agreement and all of the Agreement's incorporated attachments and amendments (collectively, the "Agreement") which shall include but not be limited to the Agreement's Appendix B and if applicable, the Agreement's (Public Transit) Amendment(s), incorporated herein by reference. Requirements and credentials shall be achieved initially, yearly, and per expiration, as applicable.
2. Transportation Provider, its vehicles and Driver(s) comply with all applicable Transportation Provider, vehicle and Driver Requirements and Credentials.
3. Transportation Provider, its vehicles and Driver(s) have an ongoing obligation to comply with all applicable requirements. The undersigned further acknowledges and understands any material misrepresentation made regarding this Affidavit may result in an investigation and/or impact the Transportation Provider's, its vehicles and Driver's eligibility to participate in the program.

City of Marshalltown
By:
Print: Kevin Pigors
Title: Transit Administrator
Date:
Federal ID: 42-1014354

TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT APPENDIX B

Credentialing information/documentation must include but not limited to the following:

(Please see applicable TP(PUBLIC TRANSIT)LOA Amendment(s) for any additional “Clients” required credentials)

1. **Company Credentials:**

- A. Transportation Provider (PUBLIC TRANSIT) Letter of Agreement
- B. Appendix A (Business Associate Agreement)
- C. Appendix B (Public Transit Credentials)
- D. Appendix C (Medicare Advantage and Medicaid Program Requirement Addendum)
- E. Schedule A (Public Transit Reimbursement)
- F. Schedule B (Performance Standards and Metrics)
- G. First State of Iowa NEMT TP(Public Transit) Letter of Agreement Amendment
- H. Public Transit License(s) – State and Local – if applicable & IPTA Membership Approval
- I. Commercial General Liability Insurance & Commercial Automobile Liability Insurance
- J. Workers Compensation
- K. Federal ID (W-9)
- L. Disclosure of Ownership
- M. National Provider Identifier (NPI) or IA Medicaid ID (where required and applicable)
- N. Substance Free Workplace Policy
- O. Provider Audit
- P. Office of Inspector General (OIG) (MTM internal check)
- Q. System for Award Management (SAM) (MTM internal check)
- R. HIPAA Training
- S. Fraud, Waste and Abuse Training

2. **Driver Credentials:**

- A. Driver’s License(s)
- B. National & State Criminal Background Checks, Pre-employment and annually thereafter (including Child and dependent adult abuse background check)
- C. Motor Vehicle Driving Records Report for the previous three (3) years - (Annual)
- D. Drug & Alcohol Screening Results 1) Pre-employment, 2) Post Accident and upon suspicion, 3) Random per current FTA regulations: <http://www.dot.gov/ost/dapc/rates.html>.
- E. Office of Inspector General (OIG) check
- F. System of Award Management (SAM) check
- G. Training Certificates
 - 1. Fraud, Waste and Abuse Training
 - 2. HIPAA Training
 - 3. Driver Training, including Defensive Driving
 - 4. Passenger Assistance, including Wheelchair Securement and ADA access equipment where applicable
 - 5. Basic Red Cross or equivalent training in First Aid
 - 6. Cardio Pulmonary Resuscitation (CPR)

3. **Attendant Credentials:**

- A. Attendant Identification (valid photo ID)
- B. National & State Criminal Background Checks, Pre-employment and annually thereafter (including Child and dependent adult abuse background check)
- C. Drug & Alcohol Screening Results 1) Pre-employment, 2) Post Accident and upon suspicion, 3) Random per current FTA regulations: <http://www.dot.gov/ost/dapc/rates.html>.
- D. Office of Inspector General (OIG) check
- E. System of Award Management (SAM) check
- F. Training Certificates
 - 1. Fraud, Waste and Abuse Training
 - 2. HIPAA Training
 - 3. Passenger Assistance, including Wheelchair Securement and ADA access equipment where applicable
 - 4. Basic Red Cross or equivalent training in First Aid

TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT
APPENDIX B

5. Cardio Pulmonary Resuscitation (CPR)
4. **Vehicle Credentials:**
 - A. Vehicle Inspection
 - B. Vehicle Registration
 - C. Operational Automatic Vehicle Location/Global Positioning System (“AVL/GPS”) capability using an internet-connected device (“ICD”). At minimum, the ICD must be able to transmit the following data in real time: (1) the location of the vehicle in use (for specific periods of time); (2) trip events; and (3) Member signatures. Requirements can be met using MTM’s mobile application (“MTM Link”).

TRANSPORTATION PROVIDER LETTER OF AGREEMENT

Appendix C

MEDICARE ADVANTAGE PROGRAM AND MEDICAID PROGRAM REQUIREMENTS ADDENDUM

The Centers for Medicare and Medicaid Services (“CMS”) and associated laws, rules and regulations regarding the Medicare Advantage (“MA”) and Medicaid program require that managed care organizations provide for compliance of contracted network providers and their respective employees and contracted individuals and entities with certain MA and Medicaid program requirements including, without limitation, inclusion of certain provisions in MA and Medicaid provider participation agreements and/or associated documents including agreements between Transportation Provider (“Provider”) and its employees, contractors and/or subcontractors providing services related to the Medical Transportation Services Agreement (“Agreement”), as applicable. In addition to the terms and conditions in the Agreement, Provider agrees to the following terms and conditions as they pertain to services rendered to MA Members enrolled in MA coordinated care plans (“MA Members”) and Medicaid Beneficiaries in State programs. Since the agreement between you (“Provider”) and Medical Transportation Management, Inc. (“MTM”), referenced herein as the First Tier Entity (“First Tier Entity”) relates to services provided to MA Members and Medicaid Beneficiaries, you are required by CMS and contracted health plans to agree to and comply with the following requirements.

For purposes of this Medicare Advantage Program and Medicaid Program Requirements Addendum (“Addendum”), reference to “Provider” means the individual or entity identified as a named party to the Agreement, its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Provider and/or any of the above referenced individuals or entities performing services related to the Agreement. Provider acknowledges that the requirements contained in this Addendum shall apply equally to the above referenced individuals or entities and that Provider’s agreements with such individuals or entities shall contain the applicable MA requirements set forth in this Addendum. In the event of a conflict between any provision in this Addendum and such agreement, this Addendum will control.

In accordance with the provisions of the Agreement, Provider compliance with federal laws and regulations is required in the performance of services. This Addendum sets forth CMS requirements for all Provider services contracts, and is effective as of the date of receipt without the need for signature from Provider. Except as specifically amended hereby, the terms and conditions of the Agreement remain the same. In the event of a conflict between the Agreement and this Addendum, this Addendum will control with respect to MA Members and Medicaid Beneficiaries.

1. **Compliance with Law.** Provider agrees to comply with all applicable Medicare and Medicaid laws, rules and regulations, reporting requirements, CMS instructions, and applicable requirements of the contract between Health Plan and CMS (the “Medicare Contract” and/or “Medicaid Contract”) and with all other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and the anti-kickback statute (section 1128B(b)) of the Act); and (2) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) administrative simplification rules at 45 CFR parts 160, 162, and 164. [42 C.F.R. § 422.504(h)]. Provider must not be excluded from participation in contracts funded in whole or in part with federal or state funds.

TRANSPORTATION PROVIDER LETTER OF AGREEMENT

Appendix C

2. **Medicare Advantage Member and Medicaid Beneficiary Privacy and Confidentiality.** Provider agrees to comply with all state and federal laws, rules and regulations, Medicare and Medicaid program requirements, and/or requirements in the Medicare Contract and/or Medicaid Contract regarding privacy, security, confidentiality, accuracy and/or disclosure of records (including, but not limited to, medical records), personally identifiable information and/or protected health information and enrollment information including, without limitation: (1) HIPAA and the rules and regulations promulgated thereunder, (2) 42 C.F.R. § 422.504(a)(13), and (3) 42 C.F.R. § 422.118; (iv) 42 C.F.R. § 422.516 and 42 C.F.R. § 422.310 regarding certain reporting obligations to CMS. Provider also agrees to release such information only in accordance with applicable State and/or Federal law or pursuant to court orders or subpoenas.

3. **Audits; Access to and Maintenance of Records.** Provider shall permit inspection, evaluation and audit directly by First Tier Entity, Health Plans, the Department of Health and Human Services (DHHS), the Comptroller General, the Office of the Inspector General, the General Accounting Office, CMS and/or their designees, applicable State agencies, and as the Secretary of the DHHS may deem necessary to enforce the Medicare Contract and Medicaid Contract, physical facilities and equipment and any pertinent information including books, contracts (including any agreements between Provider and its employees, contractors and/or subcontractors providing services related to the Agreement), documents, papers, medical records, patient care documentation and other records and information involving or relating to the provision of services under the Agreement, and any additional relevant information that CMS may require (collectively, "Books and Records"). All Books and Records shall be maintained in an accurate and timely manner and shall be made available for such inspection, evaluation or audit for a time period of not less than ten (10) years, or such longer period of time as may be required by law, from the end of the calendar year in which expiration or termination of this Agreement occurs or from completion of any audit or investigation, whichever is greater, unless CMS, an authorized federal agency, or such agency's designee, determines there is a special need to retain records for a longer period of time, which may include but not be limited to: (i) up to an additional six (6) years from the date of final resolution of a dispute, allegation of fraud or similar fault; or (ii) completion of any audit should that date be later than the time frame(s) indicated above; (iii) if CMS determines that there is a reasonable possibility of fraud or similar fault, in which case CMS may inspect, evaluate, and audit Books and Records at any time; or (iv) such greater period of time as provided for by law. Provider shall cooperate and assist with and provide such Books and Records to Health Plan and/or CMS or its designee for purposes of the above inspections, evaluations, and/or audits, as requested by CMS or its designee and shall also ensure accuracy and timely access for MA Members to their medical, health and enrollment information and records. Provider agrees and shall require its employees, contractors and/or subcontractors and those individuals or entities performing administrative services for or on behalf of Provider and/or any of the above referenced individuals or entities: (i) to provide Health Plan and/or CMS with timely access to records, information and data necessary for: (1) Health Plan(s) to meet its obligations under its Medicare Contract(s) and/or Medicaid Contract(s); and/or (2) CMS to administer and evaluate the MA or Medicaid program; and (ii) to submit all reports and clinical information required by the Health Plan(s) under the Medicare Contract and/or Medicaid Contract. [42 C.F.R. § 422.504(e)(4), (h), (i)(2), and (i)(4)(v).]

4. **Prompt Payment of Claims.** Health Plan and/or First Tier Entity and/or Provider, as applicable, agree to process and pay clean claims for Covered Services within thirty (30) calendar days of receipt of such claims in accordance with the Agreement, and that all other claims must be paid or denied within sixty (60) days of receipt of such claims. [42 C.F.R. § 422.520(b).]

5. **Hold Harmless of MA Members and Medicaid Beneficiaries.** Provider hereby agrees: (i) that in no

TRANSPORTATION PROVIDER LETTER OF AGREEMENT

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event, including but not limited to, non-payment by Health Plan or First Tier Entity, Health Plan or First Tier Entity's determination that services were not Medically Necessary, Health Plan or First Tier Entity insolvency, or breach of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against an MA Member or Medicaid Beneficiary for amounts that are the legal obligation of Health Plan or First Tier Entity; and (ii) that MA Members and Medicaid Beneficiaries shall be held harmless from and shall not be liable for payment of any such amounts. Provider further agrees that this provision (a) shall be construed for the benefit of MA Members; (b) shall survive the termination of this Agreement regardless of the cause giving rise to termination, and (b) supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and MA Members or Medicaid Beneficiaries, or persons acting on behalf of an MA Member or Medicaid Beneficiary. [42 C.F.R. § 422.504(g)(1)(i) and (i)(3)(i).]

6. **Accountability.** First Tier Entity and Provider hereby acknowledge and agree that Health Plans shall oversee the provision of services by Provider and First Tier Entity and shall be accountable under the Medicare Contract and/or Medicaid Contract for services provided to MA Members and/or Medicaid Beneficiaries under the Agreement regardless of the provisions of the Agreement or any delegation of administrative activities or functions to Provider under the Agreement. [42 C.F.R. § 422.504(i)(1); (i)(4)(iii); and (i)(3)(ii).]
7. **Delegated Activities; Downstream Compliance.** Provider acknowledges and agrees that to the extent First Tier Entity, in its sole discretion, elects to delegate any administrative activities or functions to Provider, Provider understands and agrees that: (i) Provider may not delegate, transfer or assign any of Provider's obligations under the Agreement and/or any separate delegation agreement without First Tier Entity's prior written consent; and (ii) Provider must demonstrate, to First Tier Entity's satisfaction, Provider's ability to perform the activities to be delegated and the parties will set out in writing: (1) the specific activities or functions to be delegated and performed by Provider; (2) any reporting responsibilities and obligations pursuant to First Tier Entity or Health Plan's policies and procedures and/or the requirements of the Medicare Contract and/or Medicaid Contract; (3) monitoring and oversight activities by First Tier Entity or Health Plan including without limitation review and approval by First Tier Entity or Health Plan of Provider's credentialing process, as applicable, and audit of such process on an ongoing basis; and (4) corrective action measures, up to and including termination or revocation of the delegated activities or functions and reporting responsibilities if CMS or First Tier Entity or Health Plan determines that such activities have not been performed satisfactorily. [42 C.F.R. § 422.504(i)(3)(iii); 422.504(i)(4)(i)-(v).] Provider shall require all of its downstream, related entities and transferees that provide any services benefiting Health Plan's MA or Medicaid enrollees to agree in writing to all of the terms provided herein.
8. **Benefit Continuation.** Provider agrees to provide for continuation of health care benefits for MA Members and Medicaid Beneficiaries (i) for the duration of the period for which CMS has made payments to Health Plan for Medicare and/or Medicaid services; and (ii) for MA Members or Medicaid Beneficiaries who are hospitalized on the date Health Plan's contract with CMS terminates, or, in the event of an insolvency, through discharge. (42 CFR 422.504 (g)(2)(i), 422.504 (g)(2)(ii) and 422.504 (g)(3).

9. **Compliance with First Tier Entity and Health Plan Policies and Procedures.** Provider shall

TRANSPORTATION PROVIDER LETTER OF AGREEMENT

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comply with all policies and procedures of First Tier Entity and Health Plans including, without limitation, written standards for the following: (a) timeliness of access to care and member services; (b) policies and procedures that allow for individual necessity determinations (e.g., coverage rules, practice guidelines, payment policies); (c) Health Plan's compliance program which encourages effective communication between Provider and Health Plan's Compliance Officer and participation by Provider in education and training programs regarding the prevention, correction and detection of fraud, waste and abuse and other initiatives identified by CMS. The aforementioned policies and procedures are identified in First Tier Entity and Health Plan Provider Manuals which are incorporated herein by reference and may be amended from time to time by First Tier Entity or Health Plan. [42 C.F.R. § 422.112; 422.504(i)(4)(v); 42 C.F.R. § 422.202(b); 42 C.F.R. § 422.504(a)(5); 42 C.F.R. § 422.503(b)(4)(vi)(C) & (D) & (G)(3).]

10. **Federal False Claims Act; Whistleblower Protection** (31 U.S.C 3729 et. seq.). In the event Provider knowingly presents a false claim for payment, Provider shall be subject to a civil penalty of not less than \$5,000 and not more than \$10,000 per claim, plus 3 times the amount of damages sustained by the Government; and be subject to further criminal penalties for making false claims. A person who reports fraudulent claims (ie "whistleblower") is protected and may receive 15%-25% of the amount of fraudulent claims reported.

This Medicare Advantage Program and Medicaid Program Requirements Addendum ("Addendum") to the Medical Transportation Services Agreement by and between Medical Transportation Management, Inc. ("MTM") and the Transportation Provider incorporates regulations and guidelines established by the Centers for Medicare and Medicaid Services ("CMS") for Medicare Advantage Plans and Medicaid Programs, and this Addendum is required to be included in all Transportation Provider services contracts between MTM and Transportation Providers that provide transportation services to Medicare Advantage Plan Members and Medicaid Beneficiaries. The Medicare Advantage Program and Medicaid Program Requirements Addendum is incorporated into the Medical Transportation Services Agreement by reference herein.

SCHEDULE B**PERFORMANCE STANDARDS AND METRICS**

Transportation Provider is required to meet quality and service level standards, consistent with MTM's expectations and MTM Client obligations. If applicable, a Performance Improvement Plan (PIP) will be initiated. This is a collaborative process between Transportation Provider and MTM to ensure appropriate quality and service level standards are successfully accomplished. MTM will review Transportation Providers performance on a continual basis. Transportation Provider not meeting quality and service level standards for two consecutive months may result in a PIP.

PIP specifics:

- Initial PIP dissemination ~~—assessment in liquidated damages~~
- 30 day review ~~—assessment in liquidated damages~~
- 60 day review ~~—assessment in liquidated damages~~
- 90 day review ~~—assessment in liquidated damages~~

If Transportation Provider has not accomplished improvement by the end of the PIP, this may result in - continuation of the PIP, ~~assessment in liquidated damages~~, a reduction in overall Trip volume or removal from Transportation Provider network.

LD CODE	PERFORMANCE STANDARDS	PERFORMANCE METRIC	LIQUIDATED DAMAGES
E	Failure to transport a Member on time for an appointment; or failure to pick up a Member for a return Trip or Trip Leg within 30 minutes of a pre-scheduled pick up time; or the applicable performance standard defined by MTM's Client.	95%	\$25.00 per occurrence
F	Transportation Provider 'no show', failure or refusal to complete assigned Trip(s) or Trip Leg(s); or the applicable performance standard defined by MTM's Client. Transportation Provider 'no show', failure or refusal to complete assigned Trip(s) or Trip leg(s) which are life sustaining, such as dialysis, chemotherapy, radiation treatments and transplant services; or the applicable performance standard defined by MTM's Client.	< 0.3%	\$75.00 per occurrence or proportional non-compliance amount assessed against MTM by MTM's Client. \$150.00 per occurrence for life sustaining or proportional non-compliance amount assessed against MTM by MTM's Client.
H	Failure to allow or cancellation within less than the previous MTM business/working day of an MTM scheduled Transportation Provider audit.	0% / zero tolerance	\$100.00 per occurrence.
I	Cancellation, Turn-back or Reassignment of a Trip(s) or Trip Leg(s), within less than the previous MTM business/working day of the scheduled appointment; or the applicable performance standard defined by MTM's Client.	< 24 hours < 0.5%	\$50.00 per occurrence or proportional non-compliance amount assessed against MTM by MTM's Client.
J	Failure to ensure all Members and/or passengers have disembarked the vehicle at the correct MTM assigned destination.	0% / zero tolerance	\$500.00 per occurrence or proportional non-compliance amount assessed against MTM by MTM's Client.
M	Failure to provide an Attendant when needed; or failure to accommodate Members and/or passengers with known disabilities.	0% / zero tolerance	\$75.00 per occurrence or proportional non-compliance amount assessed against MTM by MTM's Client.
N	Substantiated complaints (meaning a substantiated expression of dissatisfaction about any matter) for every 1 out of 1000 of the total Trips for the calendar month.	< 0.1%	\$50.00 per month and possible suspension of future Trip(s) or Trip Leg(s).
AA	Failure to provide MTM 30-day notice regarding Agreement termination.	0% / zero tolerance	The greater of: cost of rescheduled Trip(s) or Trip Leg(s) pertaining to termination or \$500.00

SCHEDULE BPERFORMANCE STANDARDS AND METRICS

BB	Failure to ensure any vehicle used in the transportation of Members on behalf of MTM has operational real-time AVL/GPS capability	0% / zero tolerance	\$50.00 per occurrence lacking real-time AVL/GPS capability and used to provide transportation services to Members on behalf of MTM.
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TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT (“Agreement”) is made and entered into by and between Medical Transportation Management, Inc., a Missouri Corporation (hereinafter referred to as “MTM”), and City of Marshalltown (hereinafter referred to as “Transportation Provider” or “Provider”). MTM and Transportation Provider individually shall be referenced herein as a (“Party”) and collectively as the (“Parties”).

WHEREAS, MTM provides transportation brokerage services pursuant to contracts (“Client Contracts”) with governmental agencies and health care plans (“Clients”) for the provision on their behalf of non-emergency medical transportation (“NEMT” or “NET”) benefits;; and

WHEREAS, pursuant to the Client Contracts, MTM is required to enter into Agreements with qualified transportation companies and other business entities for the provision of high quality NEMT services (“Services”). Pursuant to the Client Contracts which provide the manner in which Services are to be provided, terms and conditions set forth in this Agreement are solely to ensure quality assurance of transportation services to Clients and not for purposes of supervision or control of the Transportation Providers and their Drivers; and

WHEREAS, Transportation Provider wishes to enter into this Agreement to provide Services on behalf of the individuals to whom the Clients are obligated to provide transportation services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein set forth, the Parties, intending to be legally bound, agree as follows:

1. **Scope of Services.** Provider shall, within the geographical area (“Service Area”) of Provider, provide Services as requested by MTM on an “as needed” basis.
2. **Claim Submission.** Provider agrees to look solely to MTM for claims processing for Services, provided to Members, at the rates set forth in Schedule A attached hereto and incorporated herein by reference. MTM processes properly submitted uncontested claims within thirty (30) days after online electronic submission. Provider must provide the Trip documentation required by MTM or MTM’s Client, the failure to provide required Trip documentation by Provider, will result in denial of the claim for that Trip. Any claim submitted by Provider more than ninety (90) days (or such other length of time as required by MTM’s Client) after the date of Service shall not be eligible for claim reimbursement, and Provider thereby waives any right to payment of that claim. Provider is solely responsible for making all decisions regarding of Trip claims and for compensating its Drivers and Attendants for any Services they provide to Members under this Agreement. No claim will be processed for Services performed by uncredentialed Drivers or Attendants or for Services performed using uncredentialed vehicles.
3. **Member Protection Provision.** In no event, including, but not limited to non-payment of a claim or claims by MTM for Services rendered for Members by Provider, insolvency of MTM, or breach by MTM of any term or condition of the Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against MTM’s Client or any transported Member or persons acting on behalf of Member for Services. Provider agrees not to maintain any action at law or in equity against MTM’s Client(s) or any Member to collect sums that are owed to Provider by MTM under the terms of this Agreement even in the event that MTM fails to pay a claim or claims, becomes insolvent or otherwise breaches the terms and conditions of the Agreement.
4. **Laws, Regulations, Licenses.** Provider is a legally recognized business entity duly incorporated or organized, validly existing, authorized to transact business, and in good standing under the laws of the State in which services are being rendered. A Certificate of Good Standing from the Secretary of State must be provided to MTM upon request. Provider understands and agrees that it is the Provider’s responsibility for itself and its Drivers, to obtain and maintain in active status any and all licenses, permits, certificates, and registrations that are required by Federal, State or local laws, rules and regulations, as they currently exist and may hereafter be amended, including but not limited: the False Claims Act (32 USC 3729, et. seq.), and the Anti-Kickback Statute (section 1128 (b)) of the Social Security Act; the Americans With Disabilities Act (ADA) of 1990; the Rehabilitation Act of 1973, Section 504; the requirements of 42 Code of Regulations, Part 431, Subpart F; Title VII of the Civil Rights Act of 1964; Medicaid and Medicare laws and regulations; Federal Deficit Reduction Act of 2005; Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 276c); the Byrd Anti-Lobbying Amendment (31 USC 1352), and State and local traffic and distracted driving laws, to any and all licenses, registrations, or certificates required to provide transportation for hire, and to operate as a Medicaid Provider in the assigned Service Area and shall provide quality and safe transportation Services, and comply with all applicable statutes, ordinances and regulations governing the performance of Services herein. Provider agrees to have a sufficient staff of appropriately trained, licensed, and fully credentialed Drivers and Attendants meeting all applicable Federal, State, and local laws, rules and regulations to perform the Services. Provider shall only use Drivers, Attendants, and vehicles to perform Services under this Agreement that are fully credentialed pursuant to the requirements of the Client Contracts. It is in the Provider’s best interest to have Drivers and/or office personnel who are also fluent in the languages prevalent in Provider’s Service Area. Further, Transportation Provider agrees to comply with the Medicare Advantage and Medicaid Program Requirements, a copy of which is attached as Appendix C to this Agreement and incorporated herein by reference.

TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT

5. **HIPAA Compliance and Data Protection.** Provider must meet all Federal and State laws and regulations for Health Insurance Portability and Accountability Act (HIPAA) and related security and confidentiality compliance by keeping all Member protected health information (“PHI”) and personally identifiable information (“PII”) confidential, reporting to MTM any breaches of PHI or PII, and complying with the requirements set forth in the Business Associate Agreement, attached hereto as Appendix A and incorporated herein by reference. The Provider is deemed a Business Associate and must sign the Business Associate Agreement, attached hereto as Appendix A and incorporated herein by reference.
6. **Credentials.** Provider must provide the company credentials listed in Appendix B, attached hereto and incorporated herein by reference. No Driver may perform, nor vehicle used in rendering transportation Services under this Agreement until MTM has received an executed Affidavit of Compliance from the Provider that includes Driver and vehicle credentials listed in Appendix B, as well as any applicable TP(PUBLIC TRANSIT)LOA Amendment(s).
7. **Performance Standards and Metrics.** Provider understands and agrees to the Performance Improvement Plan (“PIP”) process and associated liquidated damages that may be assessed for noncompliance events as referenced in Schedule B attached hereto. MTM also reserves the right to pass through and assess against Provider any sum assessed against MTM by MTM’s Client or applicable government authority relating to the performance or nonperformance of Provider with respect to Services provided under this Agreement. Provider agrees to cooperate fully with MTM to discuss and agree to appropriate corrective action plans, as necessary. Provider agrees to pay MTM the sums set forth herein as liquidated damages and not as a penalty. Provider agrees and authorizes MTM to withhold, offset, recoup and deduct liquidated damages from any sums owing by MTM to Provider for Services rendered. The assessment of liquidated damages shall not prohibit MTM from exercising any other right or remedy available to MTM at law or in equity. The failure at any time by MTM to assess liquidated damages shall not constitute a waiver of MTM’s right to assess liquidated damages in the future.
8. **Nondiscrimination.** Provider agrees not to differentiate or discriminate in the treatment of Members because of sex, marital status, family status, age, race, color, national origin, ancestry, religion, mental or physical disability, medical condition, height, weight, veteran status, sexual orientation, political affiliation, economic status, or any other basis prohibited by law, and Provider will render services to Members in the same manner and in accord with the same standards as offered to other persons
9. **Insurance.** Provider shall maintain commercial automobile liability insurance in the amount of \$500,000 Combined Single Limit, and commercial liability insurance in the amount of \$500,000 per occurrence and \$1,000,000 general aggregate. As permitted by State law, Provider shall provide specific notice of cancellation endorsement with “Medical Transportation Management, Inc. and all Affiliates.” as additional insured. “Broad Form” coverage shall include loading and unloading, and contractual liabilities. Waiver of subrogation shall apply and shall be in favor of “Medical Transportation Management, Inc. and all Affiliates.” Provider’s insurance shall be primary insurance. Provider shall maintain Workers Compensation insurance in compliance with applicable law.
10. **Indemnification.** Provider agrees to defend, indemnify, and hold harmless MTM and MTM's Client from and against any claims, liabilities and expenses of any kind or nature whatsoever, arising or alleged to arise from performance or nonperformance of any service by Provider in connection with this Agreement, including but not limited to claims by personnel engaged by Provider; reasonable attorney's fees; and any noncompliance assessments, penalties, or liquidated damages and expenses incurred by or assessed against MTM and/or the Client relating to the actions or inactions of Provider.
11. **Assignment.** No portion of this Agreement shall be assigned, sublet, delegated, transferred or otherwise disposed of by Provider, except with the written consent of MTM. Provider may not subcontract any services herein to any person or business entity without the express written consent of MTM. This Agreement may be assigned by MTM to the participating MTM Client under contract to MTM, or to any MTM affiliate or successor entity, after notice of any proposed assignment is made to Provider. Notwithstanding any such assignment, the rights, obligations and liabilities of Transportation Provider shall remain the same as set forth herein.
12. **Term and Termination.** The term of this Agreement shall be for a period of three (3) years, and shall only be renewed or extended upon mutual written agreement of the parties. Further, this Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. This Agreement may be terminated immediately by MTM for any action or inaction of Provider that affects the safety of any person, or for Provider’s failure to comply with the Appendix B.
13. **Independent Business Relationship.** It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party hereto is a separate and independent business. Neither Party is the principal, agent, nor representative of the other, and neither have any control over the manner in which the other performs its services and functions or manages its employees. Each, MTM and Provider, is free to enter into Agreements with other entities or persons to provide the same or similar services.

TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT

14. **Education and Training.** It is the sole responsibility of Provider, as an independent contractor, to ensure that its Drivers and other personnel are provided all necessary education and training to comply with applicable laws and regulations and the terms and conditions of this Agreement, and to provide safe and secure transportation of all transported Members and/or passengers.
15. **Affirmative Action.** MTM is an Equal Opportunity Employer, which maintains an Affirmative Action Program. The Parties agree that they will comply with the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vietnam Era Veterans Readjustment Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the 1964 Civil Rights Act, as amended; the Age Discrimination Act of 1975 as amended; the Omnibus Reconciliation Act of 1981; the Americans with Disabilities Act of 1990 and all other applicable Federal and State Laws which prohibit discrimination in the delivery of services on the basis of race, color, familial status, national origin, age, sex, sexual orientation, handicap/disability, religious beliefs or any other basis prohibited by law. Provider shall not discriminate or otherwise violate any Federal, State, or local anti-discrimination law or regulation in the performance of Provider's services to MTM under this Agreement.
16. **Amendment and Waiver.** Provider acknowledges and agrees that this Agreement may be amended or modified in writing by mutual written agreement of the Parties. In addition, MTM shall have the right to amend this Agreement without Provider's consent, to maintain consistency and/or compliance with any State or Federal law, policy, directive or government sponsored program requirement. MTM shall otherwise have the right to amend this Agreement, including compensation rates, upon written notice to Provider. If Provider does not deliver to MTM written notice of rejection of the amendment within thirty (30) days of the date of the notice of the amendment, the amendment shall be deemed accepted by and incorporated into this Agreement, and said amendment shall be binding upon the Provider.
17. **Complete Agreement and Incorporation of Attachments.** This Agreement including the attachments, addenda and amendments hereto, and the documents incorporated herein, constitute the entire understanding of the Parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, oral or written, between MTM and the Provider. This Agreement, and the following attachments incorporated herein, constitute the entire agreement between the Parties.

Schedule A – Public Transit Reimbursement

Schedule B – Performance Standards and Metrics

Appendix A – Business Associate Agreement

Appendix B – Credentials

Appendix C – Medicare Advantage and Medicaid Program Requirement Addendum

18. **Definitions.**

- A. **Attendant** means a person that accompanies a Member and may be employed by the Provider, and/or may be a family member, caregiver or caseworker of the Member. The Attendant assists the Driver in order to ensure the safe operation of the vehicle and the safety of the Member. Attendant requirements herein apply only to Attendants employed by the Provider.
- B. **Member** means any person enrolled in and eligible to receive transportation services under a Client Contract.
- C. **Criminal Background Check** shall mean a Federal and FBI background check or the equivalent, to include a national criminal record search, a social security number trace, a National Criminal Database search or the equivalent and a County Criminal Court Search or the equivalent based on the previous addresses as well as the names associated with the individual.
- D. **Driver** is an individual who is directly retained/employed by the Provider to provide transportation services to individuals to whom the Clients are obligated to provide such services.
- E. **Drug Screen** means a urine based drug test that meets the requirements of the Federal Department of Health and Human Services, or the Department of Transportation, and screens at minimum for the use of marijuana, cocaine, amphetamines, opioids and Phencyclidine ("PCP").
- F. **Trip or Trip Leg** means one-way transportation from point of pick-up to destination drop off.

TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT

IN WITNESS WHEREOF, this Agreement is entered into and is effective as of this 1st day of January, 2023 (“Effective Date”).

Medical Transportation Management, Inc.	City of Marshalltown
By: Nathan Mueller	By: Kevin Pigors
(Printed Name)	(Printed Name)
By:	By:
(Signature)	(Signature)
Title: Director	Title: Transit Administrator
Date:	Date:
	Federal Tax ID: 42-1014354
16 Hawk Ridge Circle Lake St. Louis MO 63367 Attn: Logistics Operations Management	Address to be used for giving Notice under this Agreement: 24 N Center St Marshalltown, Iowa 50158 Attn: Kevin Pigors

TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT
APPENDIX A
HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) is made and entered into effective as of the 1st day of January, 2023 by and between Medical Transportation Management, Inc. (“Covered Entity” or “MTM”) and City of Marshalltown (“Business Associate”, “you”, “your”). This Agreement is to ensure Business Associate’s compliance with the Health Insurance Portability and Accountability Act and the standards set forth in 45 CFR Parts 160, 162, and 164 (collectively “HIPAA”), as well as the Health Information Technology for Economic and Clinical Health Act (“HITECH”), with respect to the safeguard of Protected Health Information (“PHI”). Business Associate agrees to the following:

Pursuant to the terms of that certain “Underlying Agreement”, MTM contracts with you to provide “Services”. In connection with your provision of such Services, you create, receive, maintain, or transmit PHI from MTM, the person who is the subject of PHI (“Individual”), or applicable Governmental entity or Health Plan. As a result, Business Associate must: (i) maintain the privacy/confidentiality of all PHI; and (ii) comply with the requirements of HIPAA and HITECH applicable to Business Associates.

1. **Your Obligations.** You agree that you will maintain the privacy/confidentiality of all PHI, including electronic PHI, as required by all applicable laws and regulations, including, without limitation, the requirements of HIPAA and HITECH, including the following obligations:

(A) **Use and Disclosure of PHI.** You agree that you will not use or disclose PHI, other than to perform the Services, as otherwise expressly permitted by the terms of this Agreement, or as required by law; provided, however, you may use and disclose PHI to manage and administer your business, including the transaction of business on behalf of MTM to another vendor. You agree to ensure that all Subcontractors, agents, representatives or parties with whom you conduct MTM business agree in writing to the same restrictions, conditions and security measures that apply through this Agreement to you.

(B) **Safeguards.** You represent and warrant that you will develop and implement appropriate Administrative, Physical and Technical safeguards and security measures set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316 to prevent the use or disclosure of electronic PHI for purposes other than as set forth in this Agreement. You will provide MTM with such information concerning such safeguards as MTM may from time-to-time request.

(C) **Accounting of Disclosures.** In fulfillment of your obligations under 45 CFR 164.410, you agree to maintain a record of all disclosures of PHI made for reasons other than the provision of the Services and will provide the following information regarding any such disclosure to MTM, or to the Individual whose PHI was disclosed, upon our request as necessary to satisfy MTM’s obligations under 45 CFR 164.528:

- i. The date of such disclosure;
- ii. The name and, if known, the address of the recipient of such PHI;
- iii. A copy of the request for disclosure, if any, accompanied by any necessary consents or authorizations;
- iv. A brief description of the PHI disclosed; and
- v. A statement that would reasonably inform the Individual of the purpose of the disclosure.

(D) You agree to notify MTM immediately upon your discovery of any unauthorized use or disclosure of PHI by you that is in violation of the requirements of this Agreement (a “Breach”) including any breach of unsecured PHI as required at 45 CFR 164.410, and any security incident of which you become aware. Business Associate will make a written report to MTM within 24 hours after Business Associate knows or should have reasonably known of such Breach. Business Associate will cooperate promptly with MTM as is reasonably required in order for MTM to comply with applicable breach reporting and notification laws, including but not limited to, Section 13402 of the HITECH Act (collectively, the “Breach Notification Laws”).

- i. “Unsecured PHI” means PHI that is not secured through the use of technology or methodology that renders the PHI unusable, unreadable, or indecipherable to unauthorized individuals. If electronic PHI is encrypted, it is considered to be secured under the Breach Notification Laws. No Breach notification is required if the electronic PHI was secure.
- ii. “Incident” means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information, or interference with information system operations.

(E) **Mitigation.** You agree to establish and implement procedures for mitigating any deleterious effects of any improper use and/or disclosure of PHI.

TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT**APPENDIX A****HIPAA BUSINESS ASSOCIATE AGREEMENT**

(F) Disclosures to Workforce and/or Third Parties. You agree to require your employees, agents and independent contractors (“Workforce”) to adhere to the restrictions and conditions regarding PHI contained in this Section, including, without limitation, the following:

- i. You agree not to disclose PHI to any member of your Workforce, unless you have advised such person of your obligations under this Section and the consequences of a violation of these obligations. You agree to take disciplinary action against any member of your Workforce that uses or discloses PHI in violation of this Section.
- ii. Except as otherwise authorized under this Agreement, you agree not to disclose PHI to any third party without first obtaining our written approval. In addition, except as otherwise authorized under this Agreement, you agree not to disclose PHI to any third party without first obtaining the written agreement of such third party to be bound by the requirements of this Section for the express benefit of you and MTM.
- iii. Any use of PHI by your Workforce or disclosure of PHI to your Workforce or to third parties must be limited to the minimum amount of PHI necessary to achieve the purpose for such use or disclosure.

(G) Access to Records by Subject of Records. You agree to notify MTM immediately in the event you receive a request from an Individual or the Individual’s legal representative to review any of the Individual’s PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.524, you agree to make available to MTM, and, to an Individual or the Individual’s Legal Representative for their review, any of the Individual’s PHI in your possession or control, in the form or format (including electronic) as agreed to by MTM and the Individual or the Individual’s Legal Representative.

(H) Amendment to PHI. You agree to notify MTM immediately in the event you receive a request from an Individual to amend or otherwise modify any PHI in your possession or control. In fulfillment of your obligations under 45 CFR 164.526, you agree that, at our request, you will make any amendments to PHI that MTM has directed or authorized pursuant to 45 CFR 164.526.

(I) Covered Entity’s Obligations. You agree that to the extent you carry out any of MTM’s obligations as the Covered Entity under HIPAA that you will comply with the requirements of HIPAA that apply to the Covered Entity in the performance of any such obligations.

(J) Government and MTM Access to Records. You agree to make your policies, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services and/or MTM for the purpose of determining compliance with HIPAA and HITECH requirements.

(K) MTM’s Right to Audit. Business Associate shall provide MTM with access to all records and security controls relating to the Business Associate’s use, maintenance, and disclosure of PHI. Upon reasonable notice, Business Associate shall permit employees, representatives, or other designees of MTM (including outside auditors and/or regulators) to enter Business Associate’s premises or any agreed upon backup facilities to inspect such records and security controls to ensure Business Associate’s compliance/continuing compliance with the terms of this Agreement and applicable law. Business Associate agrees to assist MTM in all reasonable respects during any such audit and agrees to grant MTM access to its facilities for purposes of an audit upon prior written notice, during normal business hours, unless otherwise permitted by applicable laws, rules, or regulations.

(L) Disposition of Records upon Termination. You agree to return to MTM or otherwise destroy all PHI in your possession or control upon termination of this Agreement. If such return or destruction of records is not feasible, you agree to continue to extend the protections of this Section to such PHI and limit any further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

(M) Indemnification. You agree to indemnify, defend, and hold harmless MTM and the applicable MTM Client, and their respective parents, subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, legal representatives, heirs, successors and assigns, from and against any and all claims, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, court costs and attorneys’ fees, arising out of, resulting from or caused by a violation by you, or any of your Workforce, agents or subcontractors, of any HIPAA or HITECH requirements or of the terms or conditions of this Agreement.

(N) Notice of Terminated Personnel. You agree to notify MTM of any transfer, termination, or departure, for any reason, of any personnel of the Business Associate who (a) possessed any MTM organizational credentials, keys, and/or badges;

TRANSPORTATION PROVIDER (PUBLIC TRANSIT) LETTER OF AGREEMENT**APPENDIX A****HIPAA BUSINESS ASSOCIATE AGREEMENT**

(b) had access to any of the MTM premises; (c) had access to any MTM system; and/or (d) had access to any system containing PHI. You agree to notify designated MTM personnel of any such transfer, termination, or departure within fifteen (15) days of its occurrence.

2. **Our Obligations.** In connection with your performance of the Services:

(A) **Notification of Restrictions on Use of PHI.** MTM agrees to notify you immediately of any restrictions on the use of or disclosure of PHI that MTM has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect your use or disclosure of PHI.

(B) **Notification of Disclosure of PHI to an Individual.** MTM agrees to notify you immediately in the event an Individual desires you to disclose their PHI in your possession or control to the Individual or the Individual's Legal Representative.

(C) **Notification of Amendment to Subject PHI.** MTM agrees to notify you immediately in the event that MTM or an Individual desires you to amend or otherwise modify any of their PHI in your possession or control.

3. **Term and Termination.** This Agreement will commence on the Effective Date of this Agreement and will continue until such time as the Underlying Agreement expires or is terminated, and all PHI provided by MTM or created or received by you from MTM is destroyed or returned to MTM. If it is infeasible to return or destroy any such PHI, you must continue to use appropriate safeguards and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in this Section, for as long as you retain the PHI. Notwithstanding the foregoing, in the event of a material violation by Business Associate, MTM shall have the right to terminate this Agreement and the Underlying Agreement immediately upon notice to Business Associate.

4. **Third Party Beneficiaries.** There are no intended third-party beneficiaries of the obligations under this Agreement. Without in any way limiting the foregoing, it is the intent that nothing contained in this Agreement shall give rise to any right or cause of action, contractual or otherwise, in or on behalf of any person whose PHI is used or disclosed pursuant to this Agreement or any person who qualifies as a personal representative of such person.

5. **Amendment of Underlying Agreement.** It is the intention that this Agreement serves as amendment and supplement to the Underlying Agreement.

6. **Interpretation.** In the event of a conflict between the terms of this Agreement and the terms of the Underlying Agreement, the terms of this Agreement will control. Any ambiguity in this Agreement, or any terms not herein defined, shall be interpreted in accordance with, and to permit compliance with HIPAA and HITECH.

7. **Compliance with Security Requirements.** Business Associate shall comply, and shall ensure agents and subcontractors comply with HIPAA with respect to electronic transmission of PHI.

Medical Transportation Management, Inc.	City of Marshalltown
By:	By:
Print: Nathan Mueller	Print: Kevin Pigors
Title: Director	Title: Transit Administrator
Date:	Date:

MARSHALLTOWN

I O W A

TO: Mayor, City Council Members, and City Administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: November 28, 2022 Meeting

RE: **Voluntary Annexation – 2236 Highland Acres Rd**

Policy Issue: Properties wanting to access City utilities, such as water and sewer, that are located outside of City limits must request Voluntary Annexation as part of the connection process. The Council may then consider if annexation at the time of connection is in the best interest of the City.

Strategic Plan Goals:

☒ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: partner with others to improve quality of life

Specific Objective/Action:

- *Goal 1 Objective 4:* Proactively prepare for development of all types.
- *Goal 3 Objective 2:* Develop comprehensive plans for City infrastructure and improvements.

Recommendation: The owners of 2236 Highland Acres Rd. have built a new home which is located outside of City limits but within the Marshalltown Water Works service area. In order to connect to water service, the owners must request that the City consider a voluntary annexation request. The owners have applied. Staff is not recommending annexation at this time however a voluntary pre-annexation agreement has been proposed which would be recorded so that at a point in the future should the City be ready to annex properties in this area, the owner at the time would agree to annexation.

Budget Impact: None

Background: The City Council considers annexation requests when a connection to City utilities is being requested. Staff look at the proximity of the property to the existing City boundary and proximity to other City utilities.

Attachment(s): Resolution, Voluntary Pre-Annexation Agreement and Annexation Application

**RESOLUTION APPROVING VOLUNTARY PRE-ANNEXATION AGREEMENT FOR
2236 HIGHLAND ACRES ROAD BETWEEN THE CITY OF MARSHALLTOWN AND
GLENN AND LORRAINE ASH**

WHEREAS the Glenn and Lorraine Ash (jointly “Owner”) own the property at 2236 Highland Acres Rd; and

WHEREAS the Owner has requested Voluntary Annexation of the property in order to be served by Marshalltown Water Works; and

WHEREAS the City staff has reviewed the request and recommended voluntary annexation not be pursued at this time and that the attached Voluntary Pre-Annexation Agreement be signed and recorded; and

WHEREAS the City Council has reviewed and found the agreement 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. That the Marshalltown City Council authorizes Mayor to execute the Voluntary Pre-Annexation Agreement with the Owner for the property at 2236 Highland Acres Rd.

Passed this 28th 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

VOLUNTARY PRE-ANNEXATION AGREEMENT

This Agreement is entered into by and between the City of Marshalltown, Iowa (the "City") and Glenn and Lorraine Ash (jointly "Owner").

WHEREAS, Owner is the owner of property located in Marshall County, not within the city limits of Marshalltown Iowa, the address for the property is 2236 Highland Acres Road, Marshalltown, Iowa 50158, legal described as

Parcel "E" in the Northwest Quarter of the Southwest Quarter, Lot 1 of the Southwest Quarter of the Southwest Quarter and Lot 2 of the Southeast Quarter of the Southwest Quarter of Section 4, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, as shown in Plat of Survey Recorded in Document No. 2020-00005867, records of the Auditor/Recorder's Office of Marshall County, Iowa.

WHEREAS, Owner desires to connect to the City's water utility;

WHEREAS, Owner desires to voluntarily annex its Property into the City of Marshalltown, Iowa;

WHEREAS, the City and Owner agree that it is not feasible at the current time to proceed with an annexation of the above-described property;

WHEREAS, Owner and the City both desire to enter into this Agreement to clarify and define its respective rights and responsibilities.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements set forth below, the parties hereto agree as follows:

1. Annexation. The parties agree to annex the Property into the City upon the terms and conditions set forth in this Agreement.
2. Requirement to Annex. Owner does hereby agree to immediately and voluntarily annex the Property out of Marshall County and into the City at such time as the City in its sole and absolute discretion is prepared to move the voluntary annexation forward.
3. Code Compliance. Owner agrees to comply with all existing or amended zoning and building codes at the time of annexation.
4. Fees and Costs of Annexation. The City agrees to pay all costs of an annexation, including the cost to draft necessary documents and the cost of customary filings and recording fees, but Owner shall pay its own attorney fees incurred, if any.
5. Owner Obligations. Owner shall assume the following obligations under this Agreement:

- a. Assist in the voluntary annexation process by providing a plat, legal description of the Property, names and addresses of owners, and any other information that might be needed by the City to process the voluntary annexation.
 - b. Owner agrees, if required by the City, to disconnect all private sewer disposal systems and promptly connect to any existing or newly constructed public sewer at the expense of Owner, which would include any applicable permit and connection fees. Owner further agrees that all private sanitary systems will be removed from service in accordance with local and state law.
6. City Obligations. The City shall assume the following obligations under this Agreement:
 - a. The City has no objection to Marshalltown Water Works providing water service prior to the annexation.
7. Assignment. Except as provided below, this Agreement may not be assigned by any party without the express written permission of the other parties.
8. Successors and Assigns. The rights, duties, and obligations of the parties as contained in this Agreement shall run with the Property and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns. Nothing in this Agreement, express or implied is intended to confer upon any party other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, liabilities, or obligations under or by reason of this Agreement. In order to ensure proper notice to all successors and assigns, a copy of this Agreement shall be filed with the Marshall County Recorder.
9. Governing Law. All rights and obligations arising out of or related to this Agreement, and the application and interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Iowa.
10. Dispute Resolution.
 - a. All disputes, controversies, and questions directly or indirectly arising under, out of, in connection with, or in relation to this Agreement or its subject matter, including without limitation, all disputes, controversies and questions relating to the validity, negotiation, interpretation, construction, performance, termination, and enforcement of the Agreement shall be resolved finally and conclusively in accordance with this section, which shall be the sole and exclusive procedure for the resolution of any dispute.
 - b. The parties shall promptly attempt in good faith to resolve any dispute by negotiation. If the matter has not been resolved within twenty (20) days after receipt of a party's written request for negotiation, any party may initiate arbitration as provided herein.
 - c. If this good-faith twenty-day (20-day) period does not resolve the dispute, the disputing parties will agree on an independent arbitrator within ten (10) days of

written notification by either party of request for formal arbitration. An arbitrator will be selected by agreement of the parties and an arbitration meeting will be set within thirty (30) days, with all remaining disputes submitted to the arbitrator. If the parties fail to agree upon an arbitrator, each party shall select their own who shall in turn select a third and final arbitrator. All disputes will be finalized by the decision of the arbitrator and based upon the rules of the American Arbitration Association.

11. Recitals Inclusive. The above listed recitals are incorporated into this Agreement.
12. Execution of Documents. All parties agree to execute and deliver whatever documents or assurances as may be reasonably necessary to implement the terms and conditions of this Agreement and effectuate the intent thereof. The parties hereto will cooperate fully.
13. Entire Agreement. This Agreement, the exhibits attached and the documents delivered and recorded pursuant hereto constitute the entire agreement and understanding among the parties and supersede and revoke any prior agreements or understandings relating to the subject matter of this Agreement.
14. Amendments. No change, amendment, termination, or attempted waiver or variation of the terms and conditions of this Agreement shall be valid unless the same follow applicable statutes.
15. Captions. The headings, captions, or titles of articles, sections, and paragraphs of this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms or conditions.
16. Severability. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid, legal, and enforceable. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable as written, but valid, legal, and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal, and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality, or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
17. Attorney Fees and Court Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney, paralegal, and expert fees.
18. Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of

said counterparts taken together shall be deemed to constitute one and the same Agreement.

Dated this ____ day of _____, 2022.

Owner

City of

By: _____

By: _____

Mayor

By: _____

Attested to:

By: _____

City Clerk

City of Marshalltown

Voluntary Annexation Application

For additional information contact the
Housing & Community Development Department at 641-754-5756

Requests for voluntary annexation (with owner consent) will be considered by the City of Marshalltown upon receipt of a complete application. The estimated length of time from submission to final approval is 60 days. The following chart identifies the dates associated with the process based on application submission and is subject to change.

Date	Description
11/15/22	Application received
11/28/22	Item placed on discussion at the next Council meeting. No formal action taken. update on anticipated schedule and notices. (2 nd & 4 th Monday)
	Application mailed to County Board of Supervisors at least 14 <u>business</u> days prior to Council action. Mail certified copy on Friday 4 weeks prior to Council meeting.
	Notice of public hearing submitted to the newspaper 1 week prior to publication.
	Notice of Public Hearing posted in the newspaper at least 14 days prior to Council action. (publication should post on Friday 3 weeks prior to the meeting.
	Public Hearing held and Council resolution approved at the City Council Meeting (2 nd & 4 th Monday)
	Copy of resolution, map and legal description filed with the: - Secretary of State - County Board of Supervisors - Each affected Public Utility - Iowa Department of Transportation
	Copy of resolution, map and legal description recorded with the Marshall County Recorder.
	Annexation is complete upon acknowledgement by the Secretary of State that the resolution, map and legal description have been received.

The following items must be submitted with the completed application:

- ☒ Completed application for annexation of identified property, signed and dated by all owners of record or their authorized representatives.
- ☒ Complete legal description of property to be annexed. A copy of the description can be obtained from the Marshall County Recorder for a fee.
- ☒ Map of property to be annexed.
- ☒ Description of the current use and expected use of the annexed property.
- ☒ \$250 application fee. (applicable to tax-exempt parcels only)

COMPLETE THE FOLLOWING INFORMATION.

(PLEASE TYPE OR PRINT CLEARLY)

Property Address: 2236 Highland Acres Rd. Marshalltown Ia 50158	
Parcel Identification Number (PIN): *Contact the Marshall County Assessor to determine the PIN* 8318-04-300-019	
Owner of Record: Glenn and Lorraine Ash	
Address of Owner of Record: 1025 S. 8th Ave Marshalltown, Ia 50158	
Owner Phone: 641-691-8753	Owner E-mail: kjmsnana@hotmail.com
Authorized Agent:	
Address of Authorized Agent:	
Agent Phone:	Agent E-mail:

Please indicate if the property is involved in any of the following:

☐ Bankruptcy ☐ Contract ☐ Civil Suit ☐ Foreclosure

Provide a brief description of current and expected use as well as reason for request:

New house on agricultural property 2236 Highland acres Rd.
Would like to connect to City water.

I hereby agree by signing below that I am requesting 100% voluntary annexation of my property into the incorporated City of Marshalltown territory.

Glenn Ash
Owner/Agent Signature

11/15/2022
Date

Lorraine K Ash
Owner/Agent Signature

11/15/2022
Date

Owner/Agent Signature

Date

Legal description: See Page 2

Document or instrument number of previously recorded documents:

C) The Iowa State Bar Association "020
IOWADOCS@



COURT OFFICER DEED

IN THE MATTER OF THE ESTATE OF
FRANCIS E. WILCOX

now pending in the Iowa District Court in and for _____
Marshall County.

case No. ESPR010087

Pursuant to the authority and power vested in the undersigned, and in consideration of -ONE--
Dollar(s) and other valuable consideration, the

undersigned, in the representative capacity designated below, hereby Convey(s) to Glenn L. Ash and Lorraine
K. Ash, husband and wife, as joint tenants with full rights of survivorship and not as tenants

in common

_____ the following

described real estate in MARSHALL County, Iowa:

Parcel "E" in the Northwest Quarter of the Southwest Quarter, Lot I of the Southwest Quarter of the Southwest
Quarter and Lot 2 of the Southeast Quarter of the Southwest Quarter of Section 4, Township 83 North, Range
18 West of the 5th P.M., Marshall County, Iowa, as shown in Plat of Survey recorded in Document No. 2020-
00005867, records of the Auditor/Recorder's Office of Marshall County, Iowa,

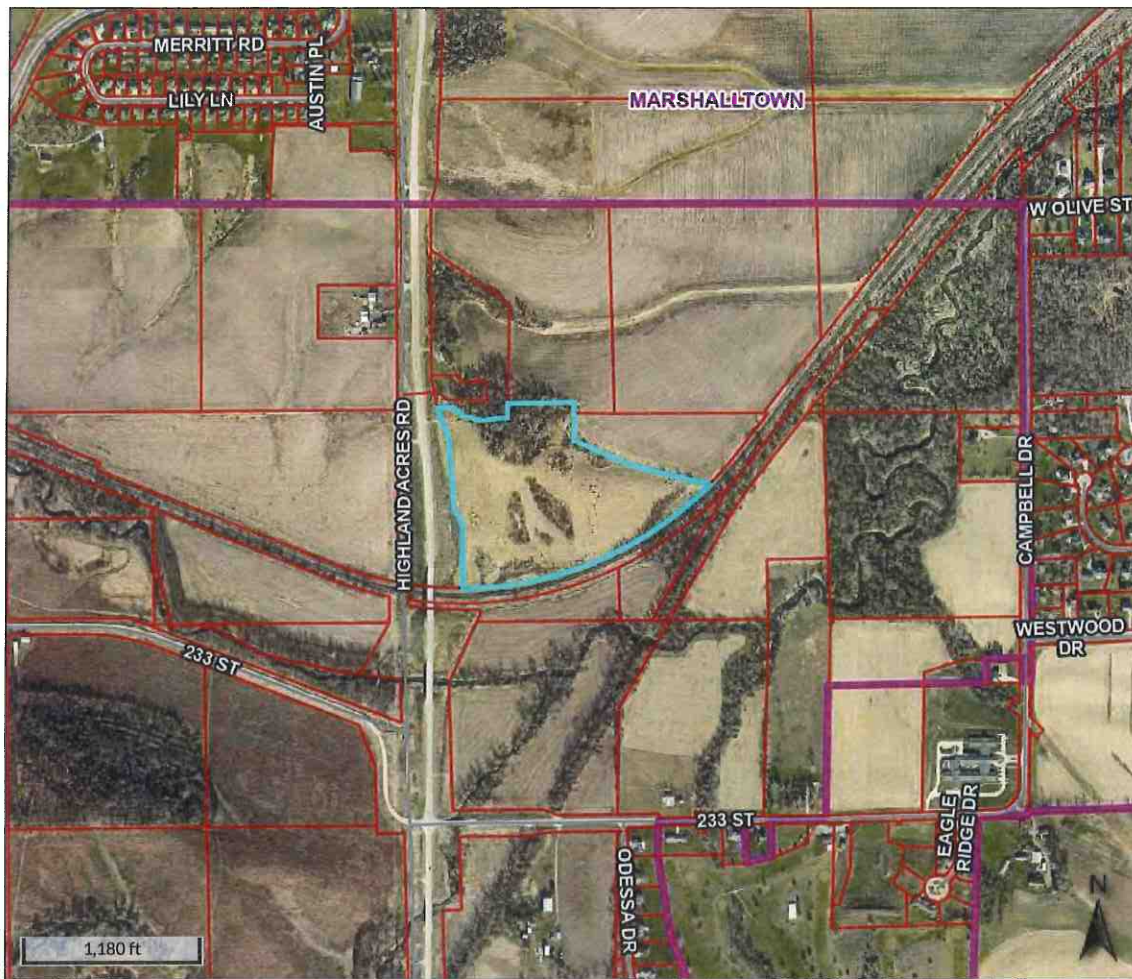
Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or
plural number, and as masculine, feminine or neutral gender, according to the context.

Dated: January 12, 2021.

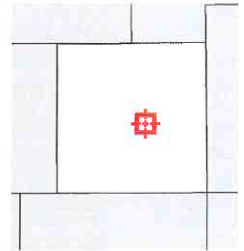
ESTATE OF FRANCIS E. WILCOX

By _____
Title

By: Kathleen D. Wilcox
Kathleen D. Wilcox



Overview



Legend

- Parcels
- Corporate Limits
- Roads
- Major Highways**
 - U.S. Hwy 30
 - Hwy 330
 - State Paved

Parcel ID	8318-04-300-019	Alternate ID	n/a	Owner	ASH, GLENN L	Last 2 Sales		
Sec/Twp/Rng	04-83-18	ID		Address	1025 S 8TH AVE	Date	Price	Reason
Property Address	2236 HIGHLAND ACRES RD	Class	AGRICULTURAL		MARSHALLTOWN, IA 50158	1/12/2021	\$114200	Split of division
	MARSHALLTOWN	Acreage	28.55			8/1/2006	\$28195	Easements
District	640244-Timber Creek/Mtown/Haverhill							
Brief	PARCEL E IN NW SW & IN LOT 1 SW SW & IN LOT 2 SE SW							
Tax Description	(Note: Not to be used on legal documents)							

Date created: 11/16/2022
Last Data Uploaded: 11/16/2022 7:08:48 AM

Developed by  **Schneider**
GEOSPATIAL

HIGHLAND ACRES RD

0.1



8318-04-300-019
(1 of 1)



**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, eligible applicants have identified a need for owner occupied and rental housing; and

WHEREAS, the City is working with Region 6 Resource Partners in preparation of this grant and another project to build 6 owner occupied townhouses at 601 E South Street is proposed for consideration by a developer; and

WHEREAS, a public hearing is required to be held prior to the submission of the grant and is proposed for December 12, 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 12th day of December 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 28th 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

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Marshalltown will be holding a public hearing at 5:30 PM on December 12, 2022 at 10 West State Street, Marshalltown, Iowa 50158, in the Marshalltown City Hall Council Chambers for the purpose of reviewing the following application for HUD Community Development Block Grant (CDBG) Derecho Disaster funds from the Iowa Economic Development Authority (IEDA) – \$1,612,300 to build 6 owner occupied townhouses at 601 E South Street, Marshalltown. 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

**RESOLUTION TO APPROVE A 4-MONTH EXTENSION OF TIME TO COMPLETE
THE CITY CODE UPGRADE GRANT WORK FOR 210 E. MAIN STREET**

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

WHEREAS, the Council already approved a grant on November 23, 2020 up to \$19,617.54 on Resolution 2020-317 for code upgrade work at 210 E Main Street, which included sprinkler and electrical upgrades, fire monitoring panel, watermain & sprinkler main shutoff, and self- closing doors; and

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

WHEREAS, On November 8, 2021 the Council approved Resolution 2021-302 for a 6-month extension to May 23, 2022 and on May 23, 2022 the Council approved Resolution 2022-136 for a second 6-month extension to November 23, 2022; and

WHEREAS, the owners of Deim Holdings LLC, Tom Deimerly and Libby Brown, are requesting a final 4-month extension to complete the project due to the accessibility of the contractor and the building was also struck by a motor vehicle which resulted in a diversion of resources to address the repair.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, to extend the completion requirements for the code upgrade grant until March 23, 2023.

Passed this 28th 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 Central Business District
16 East Main St., Ste. 280
Marshalltown, IA 50158
director@marshalltownmainstreet.org
641-844-2001 – Office

City Council
Marshalltown, IA

November 21, 2022

Dear Mayor and Councilors,

I am writing to submit a City Code Upgrade Grant Extension Request, on behalf of Tom Deimerly and Libby Brown, the owners of Deim Holdings LLC, located at 210 E. Main St. Grant applicants are permitted one year to complete work; otherwise an extension is required. City Council approved the City Code grant on November 23, 2020, approved an extension in November 2021, then approved an additional extension in May of 2022. The request for additional time to complete the project is due the accessibility of the contractor. As the council is aware, almost all industries are struggling with supply chains, which in turn affects the timeline that contractors can fulfill their project scopes. Additionally, this building was struck by a motor vehicle, which created a diversion of resources and areas to be addressed. The fire door installation is the last of the scope of work still to be completed. The Incentive Grant Committee recommend one last extension to complete the work outlined in the original grant application. We request an extension until March 23rd, 2023. This extension should serve the needs of Deim Holdings.

There would be no budget impact for this extension as \$19,617.54 was previously approved by council in November of 2020. The total of the project is \$78,470.18, of which the grant pays 25%.

Thank you for your consideration of this extension.

Respectfully,

Deb Millizer
Executive Director
Marshalltown Central Business District

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #13 FOR THE
AIRPORT HANGAR/TERMINAL PROJECT, A DECREASE OF \$2,633.37**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, Inc., for the labor and material for the Airport Hangar/Terminal Project #ARP19001; and

WHEREAS, a decrease is requested for items to complete the project.

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

Section 1. That the contract Change Order #13 for the Airport Hangar/Terminal Project, in the decreased amount of \$2,633.37 is hereby accepted and approved.

Passed this 28th 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 28, 2022
RE: Airport Hangar, Terminal, and Site Improvements – Change Order #13,
ARP 19-001/ARP 19-002 (*Use ARP 19-001 for PO*)

Policy Issue: Change orders must be approved by City Council if the change order increases the cost of the project by more than \$25,000.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ 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 & Goal 3: Objective 2: Develop comprehensive plans for City infrastructure and improvements.

Recommendation: Staff recommends approval of Change Order #13.

Budget Impact:

Change order #13 decreases the cost of the project \$2,633.37. There are still a few minor items that are unknowns and incoming bills for work the city is performing as part of this project as "By Owner" items such as the connection of utilities, signage, etc. We have done our best to estimate what some of those Owner costs may be but some are still forthcoming. Current projections of [local cost if Change Order #13 is approved is \\$1,970,968.30](#). Local funding for this project is provided through [bond funding which currently stands at \\$2,057,631.00](#) once premium and interest earned is including. We are anticipating a \$4,369.80 Alliant Energy rebate that we are working on final close-out paperwork on and will find out if we were awarded \$16,666 in CARES funds towards back project reimbursement in June of 2023.

Description/Background:

Change Order #13 includes the following items:

- a. \$350 Credit for hose spigot.
 - i. The hose spigot was installed on the exterior of the hangar and is not straight. Due to the spigot having a rectangular back plate that was cut into the panel, the custom color of the steel panels, and having no spare steel panels available – straightening the spigot would require a full special-order coil to be produced in order to reform a replacement panel and the color could still not match perfectly. Instead, the Contractor provided an

CITY COUNCIL

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



access box that could be placed over the spigot. This deduct allows for the cost of that access box a time for city staff to install if that is desired in the future.

- b. \$3,879.50 Reimbursement for Alliant Repair Charges
 - i. City staff were reviewing expenses and found an Alliant bill from June of 2021 that were to make repairs after a contractor hit the underground primary at the airport. A subcontractor, Vieth Construction, on the project hit the primary line on 06/01/21 and is responsible for the needed repairs. Since the city paid Alliant for the repair, this change order deduct is reimbursing the city for that expense.
- c. \$1,152.60 Increase for Parking Lot Pavement Markings (Alternate 2)
 - i. The contract only included parking lot pavement markings for the base parking area which was 6 regular stalls and 1 handicap stall in addition to the hangar center line. This change order is to remove the hangar center line and add an additional 11 regular stalls and 1 handicap stall. City staff reviewed and these costs seem proportionate to the original bid.
- d. \$443.53 Increase for additional 15.5 sf of concrete work at Hangar #3
 - i. The city had previously approved a change order for 324.5 sf of concrete replacement at the apron of hangar #3 to allow safer entrance of planes into the hangar by removing the elevation difference at the door threshold. Due to concerns of trapping water near the pedestrian entrance door, a field adjustment of the limits was requested by city staff, which increased the concrete by 15.5 sf. The cost was prorated for the increased quantity.
- e. Adjust contract end dates to the following based upon recommendation by the project engineer, CGA:
 - i. *FYI Only – Existing contract completion date is 02/28/22.*
 - ii. The project previously had a single completion date. Due to there being an outside contractor responsible for work on site that would prevent Garling from starting the work for site phase 3, the city recommended utilizing multiple completion dates. City also took occupancy of the terminal prior to the hangar and it made sense to also allow for separate contract completion dates for the terminal and hangar.
 - iii. Recommend No Change to Contract Completion Date for Site Phase 1 of 2/28/22
 - i. Site Phase 1 was completed within this timeframe.
 - iv. Recommend Terminal Contract Completion Date of 5/31/22
 - i. This represents an increase by 65 working days due to:
 - 1. supply issues with the P2 panel (45 working days)
 - 2. poor communication from the design team (20 working days)
 - v. Recommend Hangar Contract Completion Date of 6/27/22
 - i. This represents an increase by 84 working days due to:
 - 1. supply issues with P2 panel (44 working days)
 - 2. design clarifications for the hexane sensor (20 working days)
 - 3. poor communication from design team (20 working days)

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Jeff Schneider, Gary Thompson, Dex Walker



- vi. Recommend Site Phase 3 Completion Date of 11/10/22
 - i. This represents an increase by 178 working days
 - ii. This work was dependent on completion of Site Phase 2, which was completed by an outside Contractor in a different Contract. Garling completed site phase 3 on 11/10/22 which was in a timely manner after Site Phase 2 was completed.

Attachments: ARP 19-001, Change Order #13

i:\public works\council items\2022\airport change order - city\memo_arp 19-001_co #11_2022 09 12.docx

CITY COUNCIL

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



Project: Hangar, Terminal and Site Improvements		Change Order # 13	
AIP No. 3-19-0058-017-2020, DOT No. 22652, 21627, 21653		CGA PN: 4482.06	
Owner: City of Marshalltown		Contract Date: August 27, 2020	
Contractor: Garling Construction, Inc.		Contract Amount: \$2,716,167.50	
List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.			
PROPOSED CHANGES		Amount Increase or Decrease	
Credit for hose spigot.			
Deduct Item No. BP1-CO13-1.....		-\$350.00	
Credit for damaged Alliant primary electric line			
Deduct Item No. BP2-CO13-2.....		-\$3,879.50	
Increase for Parking Lot Pavement Markings (Alternate 2)			
Add Item No. BP2-CO13-3.....		+\$1,152.60	
Increase for additional 15.5 sq of concrete work at Hangar #3			
Add Item No. BP2-CO13-4.....		+\$443.53	
Adjust contract end dates to:			
- Terminal: 5/31/22 (increase by 65 working days due to supply issues with the P2 panel and poor communication with design team) - Hangar: 6/27/22 (increase by 84 working days due to supply issues with P2 panel, design clarifications for the hexane sensor, and poor communication from design team) - Site Phase 1: 2/28/22 (no increase needed as Site Phase 1 was completed by 2/28/22) - Site Phase 2: (not part of this contract - demo by others) - Site Phase 3: 11/10/22 (increase by 178 working days as work depended on completion of Site Phase 2)			
Net Change This Order (+ or -)		-\$2,633.37	
Net Changes Previous Orders:		+\$30,500.00	
Total Net Changes to Date:		+\$27,866.63	
Contract Completion Date 02/28/22	Days Increased See notes above	Days Decreased	Revised Completion Date Terminal: 5/31/22 Hangar: 6/27/22 Site Phase 1: 2/28/22 Site Phase 3: 11/10/22
If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.			
Contractor: Garling Construction, Inc.		Date: 11-22-22	
By: 		Title: President	
Recommended	By: 	Title: Project Manager	Date: 11-22-22
Approved	By:	Title:	Date:

Theresa Stromberg-Murphy

From: Josh Dank
Sent: Tuesday, October 4, 2022 3:58 PM
To: Heather Thomas
Cc: Theresa Stromberg-Murphy; 'Steve Valbracht'
Subject: RE: Airport Alliant Bill - Primary Repair

Heather,

We have records showing that the primary was hit on 6/1/21 by Vieth Construction during storm sewer removals. The work was being done as part of Bid Package 2 Terminal Building and Site Improvements. To date there has been no change order for the expense to the city. Let us know if you'd like further information or if you'd like this cost reflected on the next change order.

Thanks,

Joshua Dank
Aviation Project Manager



Clapsaddle-Garber Associates, Inc. (CGA)

16 E Main St, Suite 400
Marshalltown, IA 50158

Office: 641-752-6701
Mobile: 515-868-9592
jdank@cgaconsultants.com
www.cgaconsultants.com

Ackley | Ames | Cedar Falls | Marshalltown | Webster City

[CLICK HERE to sign up for CGA news and updates!](#)



From: Heather Thomas <hthomas@marshalltown-ia.gov>
Sent: Tuesday, October 4, 2022 12:43 PM
To: Josh Dank <JDank@cgaconsultants.com>
Cc: Theresa Stromberg-Murphy <TStromberg-Murphy@cgaconsultants.com>; 'Steve Valbracht'

<stevevalbracht@gmail.com>

Subject: Airport Alliant Bill - Primary Repair

Josh,

Can you fill in some blanks from when Alliant's primary line was hit by a Contractor out at the airport. As it stands, the City has paid Alliant for the attached repair bill (\$3,849.50); however, it sounds like this is an expense that should have been paid by a Contractor (or subcontractor) on one of the airport projects. Daters mentioned in an email I was able to locate that Van Mannen knows which Contractor hit it, which makes me think it is the Vault project; however, I don't have more information.

Can you please fill us in on what happened with the Primary being hit in the summer of 2021, who hit it, etc.? Was there a change order on the vault project that deducted this amount?

Thanks,

Heather Thomas, P.E.
Public Works Director
City of Marshalltown
Phone: 641-754-5734 Ext. 4100
Mobile: 641-750-5929
Email: hthomas@marshalltown-ia.gov

From: Heather Thomas <hthomas@marshalltown-ia.gov>
Sent: Tuesday, October 4, 2022 12:36 PM
To: hthomas <hthomas@marshalltown-ia.gov>
Subject: Fwd: Your Alliant Energy bill is ready to view

From: "Dave Daters" <ddaters@marshalltown-ia.gov>
To: "Justin Nickel" <jnickel@marshalltown-ia.gov>
Sent: Tuesday, July 13, 2021 4:48:19 PM
Subject: Re: Your Alliant Energy bill is ready to view

Yes, I can.

The contractor digging at the site hit the new underground cabling that Alliant had installed. Alliant had to make the repairs to the cables and asked who they should bill for this.

I told them to send the City the bill and we would pass it along to the Contractor who did the damage. I forgot to tell you about the arrangement. Van Mannen knows who the contractor is.

Dave

From: "Justin Nickel" <jnickel@marshalltown-ia.gov>
To: "Dave Daters" <ddaters@marshalltown-ia.gov>
Sent: Tuesday, July 13, 2021 4:25:43 PM
Subject: FW: Your Alliant Energy bill is ready to view

Amanda Accola said you knew about this invoice. Can you refresh my memory?

Justin Nickel, P.E.
Director of Public Works
24 N. Center Street
Marshalltown, Iowa
641-754-5734(w)
641-750-5929(c)
jnickel@marshalltown-ia.gov

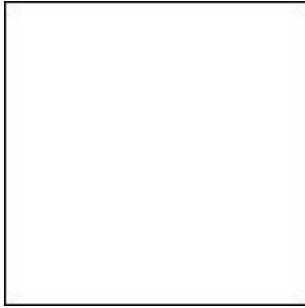
From: Deb Trickey <dtrickey@marshalltown-ia.gov>
Sent: Thursday, July 1, 2021 2:54 PM
To: Justin Nickel <jnickel@marshalltown-ia.gov>
Subject: Fwd: Your Alliant Energy bill is ready to view

Justin do you know anything about the attached Alliant invoice about a contractor hitting something underground?

*Thank you,
Deb Trickey
City of Marshalltown
Finance Dept
24 N Center
Marshalltown, IA
641-754-5760*

----- On Jun 29, 2021, at 8:06 AM, Alliant Energy <noreply@myaccount.alliantenergy.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Dear DEB TRICKEY,

Your bill is ready to view and pay. There are several ways to pay your bill and one of the easiest ways is in My Account.

[Click here to make a payment.](#)

Account No.	Total Amount Due(\$)	Due Date
4909011088	3849.50	07/19/2021

If you receive a paper bill, it will arrive within 3-5 business days. If you haven't enrolled in My Account, [get started now](#) to enjoy the convenience of managing your account online.

If you are enrolled in Automatic Payment, no action is needed. We will deduct the total amount due from your preferred payment method. Paying by credit card? Please note there is an \$4,000 limit for residential customers and \$10,000 for business customers. If your bill is above the credit card limit, please make multiple payments.

Thank you,

Alliant Energy

Please do not reply to this message. We are not able to respond to messages sent to this address.

Thanks

Dave



Summary of your current charges

Account Name: CITY OF MARSHALLTOWN
Service Address:

Non-Utility Charges

Description	Cost
125303 WR 4244750 CHARGES TO MAKE REPAIRS AFTER CONTRACTOR HIT THE UNDERGROUND P	
IPL ELEC BLKT - DAMAGE CLAIM	\$3,849.50
Total Current Charges	\$3,849.50

Account Number 4909011088

Bill Date Jun 28, 2021

Previous Balance \$0.00
Payment Received \$0.00
Balance Forward \$0.00
Current Charges \$3,849.50

Amount Due on Jul 19, 2021

\$3,849.50

Questions? Contact us at:



alliantenergy.com
customer@alliantenergy.com



1-800-ALLIANT
(1-800-255-4268)



P.O. Box 3060
Cedar Rapids IA 52406-3060

Take care of it online

You can pay your bill, view your energy use and sign up for payment options in My Account at alliantenergy.com/myaccount

Message Board

~~110.2040.5410.000~~
Aurpt hangar

Amount Due

Please return this portion with your payment.



AV 01 003025 31457B 11 A**5DGT



CITY OF MARSHALLTOWN
24 N CENTER ST
MARSHALLTOWN IA 50158-4911

Amount Due Jul 19, 2021 \$ 3,849.50

Amount enclosed if
Different From Above \$

Please Do Not Write in Area Below.

Account Number 4909011088



Alliant Energy/IPL
PO Box 3060
Cedar Rapids, IA 52406-3060

4909011088000000000038495000000000038495019



Account Number
4909011088

Page 2 of 2

Questions? Contact us at:

PO Box 3060
Cedar Rapids, IA 52406-3060
Toll-free: 1-800-255-4268
Email: customercare@alliantenergy.com

Iowa Utilities Board

1375 E. Court Avenue Room 69
Des Moines, IA 50319-0069
Toll-free: 1-877-565-4450
Email: customer@iub.iowa.gov
On the web: iub.iowa.gov

Interstate Power and Light, an Alliant Energy Company

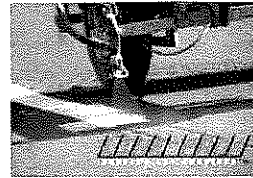
Please recycle

Message Board:

Paying by check? Go to alliantenergy.com or call us at 1-800-ALLIANT (800-255-4268) to make a one-time payment with no fee. Paying by credit card? Go to alliantenergy.com to make a free one-time payment with no fee. You can also use Speedpay by calling 1-877-429-4126 (fees may apply).

Questions about your bill? Our bill guides explain all the parts and pieces. Check them out at alliantenergy.com/understandyourbill

QUOTE



Line Pros

421 1st Avenue West
Grinnell, Iowa 50112

BILL TO

Garling Construction
1120 11th st.
Belle Plaine, IA 52208

QUOTE #

00213

QUOTE DATE

11/07/2022

Attn: Mert

DESCRIPTION	AMOUNT
Alt #2	950.00

12 additional parking spots

1 crosshatch

1 H/C sign

Credit Yellow Stripe at Hangar Approach

020-090	TOTAL	\$950.00
010-020	PM - Admin 85.00 1M	85.00
	10% SUBS	95.00
		1130.00
	220 Bond.	22.60
		\$ 1152.60

Thank you

TERMS & CONDITIONS

Thank you for choosing Line Pros!

**RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING CON-STRUCT, INC., AIRPORT TERMINAL DEMOLITION**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the Airport Terminal Demolition Project; and

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

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

Section 1. That the labor and material for the Airport Terminal Demolition Project, being, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Con-Struct, Inc., including the payment of the items called for in said contract and Statement of Completion.

Passed this 28th 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: Heather Thomas, Public Works Director
DATE: November 28, 2022
RE: Airport Terminal Demolition

Policy Issue: Public Infrastructure Projects Declaration of Completion are approved by City Council

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Engineer's Statement of Completion is required as part of contract administration.

Recommendation: Staff recommends acceptance of the engineer's statement of completion.

Budget Impact: None.

Description/Background:

Con-Struct was awarded the quote to demolish the airport terminal once Marshalltown Aviation moved into the new terminal. The demolition work was completed and the engineer is recommending issuing completion.

The contract amount, after adjustment by Change Order #1, is \$42,500.

Retainage is being with-held in the amount of 5% of the contract, or \$2,125. Retainage will be released between 30 and 40 days after council approval of completion.

CITY COUNCIL

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



Engineer's Statement of Completion

Project: Terminal Building Demolition
Marshalltown Municipal Airport
Marshalltown, IA

Contractor: Con-Struct, Inc.
1710 East Main Street
Marshalltown, IA 50158

To City of Marshalltown, Iowa:

I hereby state that the Terminal Building Demolition project at the Marshalltown Municipal Airport by a Contract dated May 28, 2021, has been substantially completed in general compliance with the terms, conditions, and stipulations of said Contract. The work was substantially completed within the specified contract working days for the project.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is Forty-Two Thousand, Five Hundred and 0/100 dollars (\$42,500.00). The derivation of this total amount is tabulated on the attached sheets.

This contract was a sales tax exempt project so the Contractor did not pay sales tax and so a certification of the amount of sales tax paid was not required. Therefore the remaining balance of the total amount earned, as detailed in the attached sheets, can now be paid. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after forty (40) days following the initial thirty (30) day waiting period following acceptance of the project by the Council.

CLAPSADDLE-GARBER ASSOCIATES, INC.



Theresa M. Stromberg-Murphy, P.E.
Iowa License No. 16934

Date: November 21, 2022

Accepted by:
Resolution: _____ Date: _____

Distribution: Engineer
Contractor
FAA
City

Signed: _____

Attest: _____

**RESOLUTION APPROVING THE ANNUAL FINANCIAL
REPORT FOR FISCAL YEAR ENDING 2022**

WHEREAS, the City's Finance Staff have completed the FY2022 Annual Financial Report (AFR);

WHEREAS, the Council must approve the report;

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

WHEREAS, the Council directs the City Finance Director to submit the report to the Auditor of State on or prior to December 1, 2022;

THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the FY2022 Annual Financial Report is approved.

Passed this 28th 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: 11/21/2022
RE: Annual Financial Report (AFR) for FY2022

Policy Issue: The AFR must be approved by Council.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Maintain a financially healthy organization.

Recommendation: Staff recommend approving the AFR for FY2022. The first page of the report will be published in the newspaper the week of November 23rd. This report is due to the Auditor of State by December 1, 2022. The report is filed electronically.

Budget Impact: N/A

Description/Background: The Finance Department has prepared the Annual Financial Report for your review. This report reflects the final numbers for fiscal year 2022, which ended June 30, 2022, on a cash-basis, which is different than our audit report which is prepared on an accrual basis. The report also includes amounts from Marshalltown Water Works (MWW) in the amounts of \$7.3 million in revenues and \$5.9 million in expenditures. Overall, the actual expenditures came in lower than the amended budgeted amounts. The budget used on the first page in column (d) is what Council approved in March 2022, which was the only budget amendment for the year.

A new revenue received this year included \$2 million from the American Rescue Plan. Of this revenue \$230,577 was budgeted to be transferred to the General Fund 001 to keep the revenues equal to the expenditures. Only \$187,902 was actually needed. This transfer maintained the General Fund 001 balance at \$3,567,795 at the end of fiscal year 2022.

On page 10, you will find the debt activity during the fiscal year. The City issued debt for \$9.13 million of General Obligation Debt and \$293,838 of Sewer Revenue Debt for the State Revolving Fund Sponsored Project.

CITY COUNCIL

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



STATE OF IOWA 2022 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2022 CITY OF MARSHALLTOWN, IOWA DUE: December 1, 2022	
	16206400800000
	CITY OF MARSHALLTOWN
	24 N Center Street
	MARSHALLTOWN IA 50158-4912
	POPULATION: 27591

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

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	12,517,872		12,517,872	12,483,630
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	12,517,872		12,517,872	12,483,630
Delinquent Property Taxes	43,820		43,820	26,100
TIF Revenues	922,123		922,123	916,481
Other City Taxes	6,747,285	0	6,747,285	6,856,927
Licenses and Permits	261,405	4,384	265,789	304,184
Use of Money and Property	393,990	291,978	685,968	585,733
Intergovernmental	10,444,182	1,532,539	11,976,721	20,317,071
Charges for Fees and Service	904,250	16,416,833	17,321,083	17,093,304
Special Assessments	537	0	537	5,000
Miscellaneous	632,085	447,843	1,079,928	1,018,758
Other Financing Sources	24,658,693	482,173	25,140,866	10,232,077
Transfers In	14,796,010	189,284	14,985,294	16,614,09
Total Revenues and Other Sources	57,526,242	19,175,750	76,701,992	86,453,391
Expenditures and Other Financing Uses				
Public Safety	9,966,987		9,966,987	10,141,882
Public Works	5,039,769		5,039,769	6,789,678
Health and Social Services	611,572		611,572	1,593,943
Culture and Recreation	3,226,370		3,226,370	3,858,404
Community and Economic Development	3,491,587		3,491,587	4,897,538
General Government	1,424,725		1,424,725	1,610,310
Debt Service	5,287,543		5,287,543	5,288,143
Capital Projects	7,735,897		7,735,897	15,394,217
Total Governmental Activities Expenditures	36,784,450	0	36,784,450	49,574,115
BUSINESS TYPE ACTIVITIES		17,440,454	17,440,454	19,334,513
Total All Expenditures	36,784,450	17,440,454	54,224,904	68,908,628
Other Financing Uses	13,600,353	1,384,941	14,985,294	
Transfers Out	13,600,353	1,384,941	14,985,294	16,614,09
Total All Expenditures/and Other Financing Uses	50,384,803	18,825,395	69,210,198	85,522,724
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	7,141,439	350,355	7,491,794	930,677
Beginning Fund Balance July 1, 2021	26,328,902	31,413,540	57,742,442	57,742,442
Ending Fund Balance June 30, 2022	33,470,341	31,763,895	65,234,236	58,673,109

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

Non-budgeted Internal Service Funds 8 1,461	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds -79,690

Indebtedness at June 30, 2022	Amount	Indebtedness at June 30, 2022	Amount
General Obligation Debt	47,825,000	Other Long-Term Debt	125,671
Revenue Debt	17,343,000	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	86,547,701

CERTIFICATION

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

Signature of Preparer Printed name of Preparer Diana Steiner	Publication 11/23/2022
	Phone Number 641-754-5760 Ext. 2100
Signature of Mayor or other City official (Name and Title)	Date Signed

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REVENUE P2
CITY OF MARSHALLTOWN
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1										1
Taxes levied on property	2	7,275,681	3,817,190		877,469	547,532		12,517,872		12,517,872	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	7,275,681	3,817,190		877,469	547,532	0	12,517,872		12,517,872	4
Delinquent Property Taxes	5	25,628	13,103		3,172	1,917		43,820		43,820	5
Total Property Tax	6	7,301,309	3,830,293		880,641	549,449	0	12,561,692		12,561,692	6
TIF Revenues	7			922,123				922,123		922,123	7
Other City Taxes											
Utility Tax Replacement Excise Taxes	8	815,643	429,935		95,861	61,653		1,403,092		1,403,092	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	189,316						189,316		189,316	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12	7,217	3,789		850	546		12,402		12,402	12
Hotel / Motel Tax	13	486,552						486,552		486,552	13
Other Local Option Taxes	14		4,655,923					4,655,923		4,655,923	14
Total Other City Taxes	15	1,498,728	5,089,647		96,711	62,199	0	6,747,285	0	6,747,285	15
Section B - Licenses and Permits	16	261,405						261,405	4,384	265,789	16
Section C - Use of Money and Property	17										17
Interest	18	157,350	73,112	5,610	13,558	92,274		341,904	251,279	593,183	18
Rents and Royalties	19	52,086						52,086	40,699	92,785	19
Other Miscellaneous Use of Money and Property	20							0		0	20
	21							0		0	21
Total Use of Money and Property	22	209,436	73,112	5,610	13,558	92,274	0	393,990	291,978	685,968	22
Section D - Intergovernmental	24										24
Federal Grants and Reimbursements	26										26
Federal Grants	27	45,000	114,689			2,542,847		2,702,536	1,316,270	4,018,806	27
Community Development Block Grants	28		158,736					158,736		158,736	28
Housing and Urban Development	29		1,794,707					1,794,707		1,794,707	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31							0		0	31
FEMA	32		363,563					363,563	898	364,461	32
Total Federal Grants and Reimbursements	33	45,000	2,431,695		0	2,542,847	0	5,019,542	1,317,168	6,336,710	33

REVENUE P3
CITY OF MARSHALLTOWN
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2022
NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41										41
State Shared Revenues	43										43
Road Use Taxes	44		3,813,251					3,813,251		3,813,251	44
Other state grants and reimbursements	48										48
State grants	49	116,713						116,713		116,713	49
Iowa Department of Transportation	50					141,993		141,993	215,371	357,364	50
Iowa Department of Natural Resources	51					24,999		24,999		24,999	51
Iowa Economic Development Authority	52		350,000					350,000		350,000	52
CEBA grants	53							0		0	53
Commercial & Industrial Replacement Claim	54	220,918	116,449		28,149	16,699		382,215		382,215	54
Iowa Homeland Security (FEMA state match)	55		37,377					37,377		37,377	55
Iowa Department of Human Services (DCAT)	56		19,468					19,468		19,468	56
State Aviation	57					140,807		140,807		140,807	57
Division of Soil Conservation	58					100,000		100,000		100,000	58
	59							0		0	59
Total State	60	337,631	4,336,545	0	28,149	424,498	0	5,126,823	215,371	5,342,194	60
Local Grants and Reimbursements											
County Contributions	63		28,000					28,000		28,000	63
Library Service	64	36,183						36,183		36,183	64
Township Contributions	65							0		0	65
Fire/EMT Service	66							0		0	66
School District - Police Serv	67	50,499	41,968					92,467		92,467	67
Local Grants	68					131,167		131,167		131,167	68
Iowa Heritage Foundation	69		10,000					10,000		10,000	69
Total Local Grants and Reimbursements	70	86,682	79,968	0	0	131,167	0	297,817	0	297,817	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	469,313	6,848,208	0	28,149	3,098,512	0	10,444,182	1,532,539	11,976,721	71
Section E -Charges for Fees and Service	72										72
Water	73							0	6,880,380	6,880,380	73
Sewer	74							0	7,915,917	7,915,917	74
Electric	75							0		0	75
Gas	76							0		0	76
Parking	77	48,986						48,986		48,986	77
Airport	78	5,562						5,562		5,562	78
Landfill/garbage	79	147,660						147,660	104,663	252,323	79
Hospital	80							0		0	80

REVENUE P4

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81										81
Transit	82							0	122,878	122,878	82
Cable TV	83							0		0	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0	1,351,252	1,351,252	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90	55,664						55,664		55,664	90
Prisoner Care	91							0		0	91
Fire Service Charges	92	20,886						20,886		20,886	92
Ambulance Charges	93							0		0	93
Sidewalk Street Repair Charges	94							0		0	94
Housing and Urban Renewal Charges	95	108,495	1,700					110,195		110,195	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98							0		0	98
Library Charges	99	10,110						10,110		10,110	99
Park, Recreation, and Cultural Charges	100	340,943				110		341,053	41,743	382,796	100
Animal Control Charges	101							0		0	101
	102							0		0	102
Nuisance, Engineering, Public Works, Accounting	103	164,134						164,134		164,134	103
Total Charges for Service	104	902,440	1,700	0	0	110	0	904,250	16,416,833	17,321,083	104
Section F - Special Assessments	106					537		537		537	106
Section G - Miscellaneous	107										107
Contributions	108		216,905			32,424		249,329		249,329	108
Deposits and Sales/Fuel Tax Refunds	109							0		0	109
Sale of Property and Merchandise	110							0		0	110
Fines	111							0		0	111
Internal Service Charges	112							0		0	112
	113							0		0	113
Reimbursements	114	32,493	348,888			1,375		382,756	12,402	395,158	114
Marshalltown Water Works Non-Operating Revenues	115							0	435,441	435,441	115
	116							0		0	116
	117							0		0	117
	118							0		0	118
	119							0		0	119
Total Miscellaneous	120	32,493	565,793	0	0	33,799	0	632,085	447,843	1,079,928	120

REVENUE P5

CITY OF

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30,

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121	10,675,124	16,408,753	927,733	1,019,059	3,836,880	0	32,867,549	18,693,577	51,561,126	121
Section H - Other Financing Sources	123										123
Proceeds of capital asset sales	124	61,067	247,700			23,756		332,523	501	333,024	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125					9,130,000		9,130,000	292,388	9,422,388	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	5,994,737	273,013		3,921,534	4,067,632		14,256,916	189,284	14,446,200	127
Internal TIF loans and transfers in	128	136,402		8,601	394,091			539,094		539,094	128
	129							0		0	129
Bond Premiums	130					400,160		400,160		400,160	130
Total Other Financing Sources	131	6,192,206	520,713	8,601	4,315,625	13,621,548	0	24,658,693	482,173	25,140,866	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	16,867,330	16,929,466	936,334	5,334,684	17,458,428	0	57,526,242	19,175,750	76,701,992	132
Beginning Fund Balance July 1, 2021	134	6,275,335	11,819,848	330,997	125,336	7,777,386		26,328,902	31,413,540	57,742,442	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	23,142,665	28,749,314	1,267,331	5,460,020	25,235,814	0	83,855,144	50,589,290	134,444,434	136

EXPENDITURES P6

CITY OF MARSHALLTOWN

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022

NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	5,409,381	338,241					5,747,622		5,747,622	2
Jail	3							0		0	3
Emergency Management	4	34,444						34,444		34,444	4
Flood control	5	59						59		59	5
Fire Department	6	3,525,223	39,911					3,565,134		3,565,134	6
Ambulance	7							0		0	7
Building Inspections	8	567,505	223					567,728		567,728	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	52,000						52,000		52,000	10
Other Public Safety	11							0		0	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	9,588,612	378,375		0	0	0	9,966,987		9,966,987	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	925,297	1,800,420					2,725,717		2,725,717	16
Parking Meter and Off-Street	17	36,314						36,314		36,314	17
Street Lighting	18	27,796	255,510					283,306		283,306	18
Traffic Control Safety	19	162,055	110,073					272,128		272,128	19
Snow Removal	20	73,832	203,529					277,361		277,361	20
Highway Engineering	21	447,812	101,272					549,084		549,084	21
Street Cleaning	22		11,552					11,552		11,552	22
Airport (if not an enterprise)	23	90,370	643,656					734,026		734,026	23
Garbage (if not an enterprise)	24	113,434						113,434		113,434	24
Other Public Works	25		33,119					33,119		33,119	25
Tree removal	26	3,728						3,728		3,728	26
Mosquito Control	27	0						0		0	27
Total Public Works	28	1,880,638	3,159,131		0	0	0	5,039,769		5,039,769	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33		611,572					611,572		611,572	33
Water, Air, and Mosquito Control	34							0		0	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	0	611,572		0	0	0	611,572		611,572	39
Section D - Culture and Recreation	40										40
Library Services	41	1,382,400	29,555					1,411,955		1,411,955	41
Museum, Band, Theater	42	11,264						11,264		11,264	42
Parks	43	739,196	286,001					1,025,197		1,025,197	43
Recreation	44	563,985	237					564,222		564,222	44
Cemetery	45							0		0	45
Community Center, Zoo, Marina, and Auditorium	46	100,000						100,000		100,000	46
Other Culture and Recreation	47	113,732						113,732		113,732	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	2,910,577	315,793		0	0	0	3,226,370		3,226,370	50

EXPENDITURES P7

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52	8,980	5,017					13,997		13,997	52
Economic development	53	145,778	1,035,303					1,181,081		1,181,081	53
Housing and urban renewal	54		1,229,524					1,229,524		1,229,524	54
Planning and zoning	55	196,435	62,910					259,345		259,345	55
Other community and economic development	56	400,316	139,781	64,054				604,151		604,151	56
TIF Rebates	57			203,489				203,489		203,489	57
	58							0		0	58
Total Community and Economic Development	59	751,509	2,472,535	267,543	0	0	0	3,491,587		3,491,587	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	215,508	10,680					226,188		226,188	61
Clerk, Treasurer, Financial Administration	62	925,329	14,338					939,667		939,667	62
Elections	63	3,807						3,807		3,807	63
Legal Services and City Attorney	64	88,162						88,162		88,162	64
City Hall and General Buildings	65	158,543						158,543		158,543	65
Tort Liability	66							0		0	66
Other General Government	67	7,535	530					8,065		8,065	67
Cable Television (Channel 12)	68	293						293		293	68
	69							0		0	69
Total General Government	70	1,399,177	25,548		0	0	0	1,424,725		1,424,725	70
Section G - Debt Service	71				5,287,543			5,287,543		5,287,543	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	5,287,543	0	0	5,287,543		5,287,543	74
Section H - Regular Capital Projects - Specify	75										75
Airport	76					2,450,082		2,450,082		2,450,082	76
Streets, Parks, Airport	77					5,285,815		5,285,815		5,285,815	77
Subtotal Regular Capital Projects	78	0	0		0	7,735,897	0	7,735,897		7,735,897	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	0	0		0	7,735,897	0	7,735,897		7,735,897	83
Total Governmental Activities Expenditures	84	16,530,513	6,962,954	267,543	5,287,543	7,735,897	0	36,784,450		36,784,450	84
(Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	85										85

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

EXPENDITURES P8

CITY OF

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section 1 - Business Type Activities	87										87
Water - Current Operation	88								3,980,160	3,980,160	88
Capital Outlay	89								1,504,904	1,504,904	89
Debt Service	90								440,140	440,140	90
Sewer and Sewage Disposal - Current Operation	91								4,686,324	4,686,324	91
Capital Outlay	92								562,708	562,708	92
Debt Service	93								1,689,831	1,689,831	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106								67,740	67,740	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112								838,423	838,423	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								1,925,713	1,925,713	120
Capital Outlay	121								1,701,461	1,701,461	121
Debt Service	122									0	122
Other Business Type - Current Operation	123								43,050	43,050	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								17,440,454	17,440,454	129

EXPENDITURES P9
CITY OF MARSHALLTOWN
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2022 -- Continued
NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	16,530,513	6,962,954	267,543	5,287,543	7,735,897	0	36,784,450	17,440,454	54,224,904	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	178,146	8,628,609			4,254,504		13,061,259	1,384,941	14,446,200	132
Internal TIF loans/repayments and transfers out	133	8,602		530,492				539,094		539,094	133
	134							0		0	134
Total Other Financing Uses	135	186,748	8,628,609	530,492	0	4,254,504	0	13,600,353	1,384,941	14,985,294	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	16,717,261	15,591,563	798,035	5,287,543	11,990,401	0	50,384,803	18,825,395	69,210,198	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140							0		0	140
Restricted	141		13,157,751	469,296	172,477	13,245,413		27,044,937		27,044,937	141
Committed	142	250,000						250,000		250,000	142
Assigned	143							0		0	143
Unassigned	144	6,175,404						6,175,404		6,175,404	144
Total Governmental	145	6,425,404	13,157,751	469,296	172,477	13,245,413	0	33,470,341		33,470,341	145
Proprietary	146								31,763,895	31,763,895	146
Total Ending Fund Balance June 30,	147	6,425,404	13,157,751	469,296	172,477	13,245,413	0	33,470,341	31,763,895	65,234,236	147
Total Requirements (Sum of lines 136 and 147)	148	23,142,665	28,749,314	1,267,331	5,460,020	25,235,814	0	83,855,144	50,589,290	134,444,434	148

OTHER P10

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

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

Part IV

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

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID	Amount
Total Salaries and Wages Paid	12,795,696

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year			Debt Outstanding JUNE 30, 2022						
Purpose	Line	Debt Outstanding JULY 1, 2021	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.	5,657,000		327,000			5,330,000		113,140
Sewer Utility	2.	15,578,550	293,838	1,929,388	1,930,000		12,013,000		252,944
Electric Utility	3.								
Gas Utility	4.								
Transit-Bus	5.								
Industrial Revenue	6.								
Mortgage Revenue	7.								
TIF Revenue	8.	1,847,575		355,565	1,492,010				30,435
Other Purposes / Miscellaneous	9.	139,914		14,243				125,671	
GO	10.	33,897,425	9,130,000	3,089,435	39,937,990				750,915
Parking	11.								
Airport	12.								
Stormwater	13.	4,945,000		480,000	4,465,000				68,550
Section 108	14.								
Total Long-Term		62,065,464	9,423,838	6,195,631	47,825,000	0	17,343,000	125,671	1,215,984

B. Short-Term Debt Amount

Outstanding as of July 1, 2021

Outstanding as of JUNE 30, 2022

DEBT LIMITATION FOR GENERAL OBLIGATIONS		Amount		
Part VI	Actual valuation -- January 1, 2020	1,730,954,025	x.0.5 = \$	86,547,701.25

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2022

Type of asset	Amount				
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
	172,477	11,781,099		54,062,431	66,016,007

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

Notes & Remarks**REMARKS**

The Iowa Finance Authority (IFA) charged \$1,450 for the State Revolving Fund sponsored project loan initiation fee and this same amount was added to the loan. Since the City is reporting on a cash basis and no cash changed hands for this transaction, this was not reported in the revenue or expense pages. The amount is reported in Part V Debt Issued. Row 56 Expenses, TIF column were funds returned to the County for URA5 since project not completed

**RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL
TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF
ANNUAL APPROPRIATION TAX INCREMENT FINANCED
OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT
SUCCEEDING FISCAL YEAR FOR URBAN RENEWAL AREA 3**

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 City of Marshalltown Urban Renewal Area 3_(the “Urban Renewal Area”); and

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

WHEREAS, the City has scheduled annual payments in the amount not to exceed \$18,000 which shall come due in the fiscal year beginning July 1, 2023 with respect to the City’s Development Agreement with McFarland Clinic dated December 28, 2020; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the annual payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the annual appropriation not to exceed \$18,000 in incremental taxes to McFarland Clinic is hereby approved; and

BE IT FURTHER RESOLVED, the Finance Director is hereby directed to submit this annual appropriation as part of the December 1, 2022, tax increment financing certification to Marshall County.

Passed this 28th 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 23, 2022
RE: Annual Appropriation Resolutions

Policy Issue: City Council must authorize an annual appropriation of TIF in order to certify it as debt for the following year.

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action:

Recommendation: Approve the resolutions as proposed

Budget Impact: See each resolution for the appropriation amount

Description/Background: The City of Marshalltown has started to include annual appropriation language in all new tax increment financing (TIF) development agreements. The fundamental reason behind this is to not have to count the total amount of any new development agreements against the debt capacity of the City. The agenda includes resolutions approving an annual appropriation for three Urban Renewal Areas.

Urban Renewal Area 2- This is an annual appropriation for Marshalltown Company based on the proposed development agreement on the agenda.

Urban Renewal Area 3- The annual appropriations for this urban renewal area only includes McFarland Clinic, which will start the 10 year clock with this first appropriation.

Urban Renewal Area 4- This area (downtown) has the most new development agreements, and therefore the most annual appropriations. Supermarket Villachuato is in the second annual appropriation of 10 years, while both Marshalltown Lofts and the Hopkins/Willard Building project are each in their first year of annual appropriations.

It is recommended the Council approve each of these resolutions to act in good faith which each of the developments.

CITY COUNCIL

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



**RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL
TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF
ANNUAL APPROPRIATION TAX INCREMENT FINANCED
OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT
SUCCEEDING FISCAL YEAR FOR URBAN RENEWAL AREA 4**

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 City of Marshalltown Urban Renewal Area 4 (the “Urban Renewal Area”); and

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

WHEREAS, the City has scheduled annual payments in the amount not to exceed \$92,000 which shall come due in the fiscal year beginning July 1, 2023 with respect to the City’s Development Agreement with Jose Angel Regalado dated October 28, 2019; and

WHEREAS, the City has scheduled annual payments in the amount not to exceed \$80,000 which shall come due in the fiscal year beginning July 1, 2023 with respect to the City’s Development Agreement with Marshalltown Lofts LLC dated May 25, 2020; and

WHEREAS, the City has scheduled annual payments in the amount not to exceed \$203,200 which shall come due in the fiscal year beginning July 1, 2023 with respect to the City’s Development Agreement with Willard-Hopkins, L.L.C. dated March 1, 2022; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the annual appropriation not to exceed \$92,000 in incremental taxes to Jose Angel Regalado and the annual appropriation not to exceed \$80,000 in incremental taxes to Marshalltown Lofts LLC and the annual appropriation not to exceed \$203,200 in incremental taxes to Willard-Hopkins, L.L.C. is hereby approved; and

BE IT FURTHER RESOLVED, the Finance Director is hereby directed to submit this annual appropriation as part of the December 1, 2022, tax increment financing certification to Marshall County.

Passed this 28th 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 23, 2022
RE: Annual Appropriation Resolutions

Policy Issue: City Council must authorize an annual appropriation of TIF in order to certify it as debt for the following year.

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action:

Recommendation: Approve the resolutions as proposed

Budget Impact: See each resolution for the appropriation amount

Description/Background: The City of Marshalltown has started to include annual appropriation language in all new tax increment financing (TIF) development agreements. The fundamental reason behind this is to not have to count the total amount of any new development agreements against the debt capacity of the City. The agenda includes resolutions approving an annual appropriation for three Urban Renewal Areas.

Urban Renewal Area 2- This is an annual appropriation for Marshalltown Company based on the proposed development agreement on the agenda.

Urban Renewal Area 3- The annual appropriations for this urban renewal area only includes McFarland Clinic, which will start the 10 year clock with this first appropriation.

Urban Renewal Area 4- This area (downtown) has the most new development agreements, and therefore the most annual appropriations. Supermarket Villachuato is in the second annual appropriation of 10 years, while both Marshalltown Lofts and the Hopkins/Willard Building project are each in their first year of annual appropriations.

It is recommended the Council approve each of these resolutions to act in good faith which each of the developments.

CITY COUNCIL

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



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

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

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

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

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

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

Vendor	Description	Amount
Dorsey & Whitney	FY22 Legal Fees Reimbursement	\$7,594.00
City of Marshalltown	Administrative Staff Time	\$773.00
	Total to be reimbursed:	\$8,367.00

Passed this 28th day of November 2022 and signed this _____ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

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

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

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

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

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

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

Vendor	Service	Amount
Marshalltown Area Chamber of Commerce	Economic Development Services	\$50,000
City of Marshalltown	Administrative Staff Time	\$928.00
	Total to be reimbursed	\$50,928.00

Passed this 28th day of November 2022 and signed this ____ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

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

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

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

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

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

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

Vendor	Service	Amount
Marshalltown Central Business District Dorsey & Whitney	Façade & Code Upgrade Grants URPA & Willard-Hopkins Redevelopment Agreement Inv#3744254	\$50,000.00 \$7,738.00
City of Marshalltown	Administrative Staff Time	\$7,860.00
	Total to be reimbursed	\$65,598.00

Passed this 28th day of November 2022 and signed this ____ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION AUTHORIZING INTERNAL DEBT REIMBURSEMENT TO TAX
INCREMENT REVENUE FUND, FOR URBAN RENEWAL AREA NO. 7**

WHEREAS, the City of Marshalltown, Iowa (the “City”), has established the Highway 14 Corridor TIF, Urban Renewal Area No. 7 (the “Urban Renewal Area”) and has created the Highway 14 Corridor TIF, Urban Renewal Area No. 7 Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

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

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

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

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

Vendor	Service	Amount
Bolton & Menk	Planning & Administration Fees Invoices #0293113, 0295099, 0289806, 0287739	\$3,022.00
	Total to be reimbursed	\$3,022.00

Passed this 28th day of November 2022 and signed this ____ day of November 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MINUTES TO AUTHORIZE ISSUANCE
OF SERIES 2022A BONDS

422742-51

Marshalltown, Iowa

November 28, 2022

The City Council of the City of Marshalltown, Iowa, met on November 28, 2022, at 5:50 p.m. at the City Council Chambers, 10 West State Street, Marshalltown, Iowa.

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

Present: _____

Absent: _____.

After due consideration and discussion, City Clerk Alicia Hunter introduced the following resolution 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.

• • • •

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

Mayor

Attest:

City Clerk

RESOLUTION NO. 2022-326

Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$9,555,000 General Obligation Corporate Purpose Bonds, Series 2022A, and providing for the levy of taxes to pay the same

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 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 First National Capital Markets, Inc., Omaha, Nebraska (the “Purchaser”), was determined to be the best, such bid proposing the lowest interest cost to the City for the Series 2022A Bonds; and

WHEREAS, the Purchaser has executed a certain official bid form/sale agreement (the “Sale Agreement”) with respect to the 2022A Loan Agreement and the Series 2022A Bonds, and the City Council has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the 2022A Loan Agreement and to authorize the issuance of the Series 2022A Bonds;

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

Section 1. The City shall enter into the 2022A Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$9,555,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the 2022A Loan Agreement on behalf of the City, and the 2022A Loan Agreement is hereby approved.

Section 2. The Series 2022A Bonds, in the aggregate principal amount of \$9,555,000, are hereby authorized to be issued in evidence of the City’s obligations under the 2022A Loan Agreement. The Series 2022A Bonds shall be dated December 13, 2022, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2024	\$210,000	4.00%	2032	\$710,000	4.00%
2025	\$405,000	4.00%	2033	\$740,000	4.00%

2026	\$420,000	4.00%	2034	\$770,000	4.00%
2027	\$440,000	4.00%	2035	\$800,000	4.00%
2028	\$460,000	4.00%	2036	\$840,000	4.00%
2029	\$635,000	4.00%	2037	\$875,000	4.20%
2030	\$660,000	4.00%	2038	\$905,000	4.20%
2031	\$685,000	4.00%			

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2022A Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Series 2022A Bonds maturing in the years 2031 through 2038, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2022A Bonds of any like maturity are to be redeemed, the particular part of those Series 2022A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2022A Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2022A Bond, a new Series 2022A Bond or Series 2022A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2022A Bond. Notice of such redemption as aforesaid identifying the Series 2022A Bond or Series 2022A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2022A Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2022A Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Series 2022A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Series 2022A Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2023. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2022A Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses

shown on such registration books. Principal of the Series 2022A Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Series 2022A Bonds at the office of the Paying Agent.

The Series 2022A Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Series 2022A Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2022A Bonds shall cease to be such officer before the delivery of the Series 2022A Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2022A Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Series 2022A Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Series 2022A Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2022A Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Series 2022A Bonds shall be issued initially as Depository Bonds, with one fully registered Series 2022A Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Series 2022A Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Series 2022A Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2022A Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Series 2022A Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Series 2022A Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection

with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2022A Bonds.

Ownership interests in the Series 2022A Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2022A Bonds as nominees will not receive certificated Series 2022A Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Series 2022A Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Series 2022A Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2022A Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2022A Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2022A Bonds acquired. Transfers of ownership interests in the Series 2022A Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2022A Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Series 2022A Bonds shall be in substantially the following form:

(Form of Bond)

**UNITED STATES OF AMERICA
STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN**

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2022A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	December 13, 2022	572767

The City of Marshalltown (the “City”), in Marshall County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2023, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2022A (the “Series 2022A Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of December 13, 2022 (the “2022A Loan Agreement”), entered into by the City 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) undertaking improvements to existing municipal parks, including splash pad, concessions, restroom and shelter facilities, parking lots, trails, bridges and sidewalks; (4) constructing and extending recreation trail improvements; and (5) constructing municipal parking lot improvements (the “Series 2022A Projects”).

The Series 2022A Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on November 28, 2022, authorizing and approving the 2022A Loan Agreement and providing for the issuance and securing the

payment of the Series 2022A Bonds (the “Series 2022A Resolution”), and reference is hereby made to the Series 2022A Resolution and the 2022A Loan Agreement for a more complete statement as to the source of payment of the Series 2022A Bonds and the rights of the owners of the Series 2022A Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Series 2022A Bonds maturing in the years 2031 through 2038, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2022A Bonds of any like maturity are to be redeemed, the particular part of those Series 2022A Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2022A Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Series 2022A Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2022A Bond, a new Series 2022A Bond or Series 2022A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2022A Bond. Notice of such redemption as aforesaid identifying the Series 2022A Bond or Series 2022A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Series 2022A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

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

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

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of December 13, 2022.

CITY OF MARSHALLTOWN, IOWA

By (DO NOT SIGN) _____
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (December 13, 2022)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2022A Bonds described in the within-mentioned Series 2022A Resolution.

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

By (Authorized Signature) _____
Authorized Officer

ABBREVIATIONS

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

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

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

ASSIGNMENT

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

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

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

Section 6. The Series 2022A Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$9,817,653.75) (the “Loan Proceeds”), such amount including net original issue premium (\$262,653.75), and all action heretofore taken in connection with the 2022A Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$71,662.50) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds (\$9,665,326.25) (the “Project Proceeds”) received from the sale of the Series 2022A Bonds, shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Series 2022A Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Series 2022A Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Series 2022A Bonds.

The remainder of the Loan Proceeds (\$80,665) (the “Cost of Issuance Proceeds”), received from the sale of the Series 2022A Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Series 2022A Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Series 2022A Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Series 2022A Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Series 2022A Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$775,782;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$782,360;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$781,160;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$784,360;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$786,760;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$943,360;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$942,960;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$941,560;

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$939,160;

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of \$940,760;

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of \$941,160;

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of \$940,360;

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of \$948,360;

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of \$949,760; and

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of \$943,010.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Marshall County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2022A Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2022A Bonds remain outstanding and unpaid, any funds of the City, which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2022A Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Series 2022A Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2022A Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Series 2022A Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Series 2022A Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved November 28, 2022.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF MARSHALL
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 adoption of a resolution authorizing a 2022A Loan Agreement and providing for the issuance of \$9,555,000 General Obligation Corporate Purpose Bonds, Series 2022A of the City evidencing the City's obligation under the 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.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the 2022A Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Series 2022A Bonds.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

MARSHALL COUNTY

I, the undersigned, County Auditor of Marshall County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2022, the City Clerk of the City of Marshalltown filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on November 28, 2022, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$9,555,000 General Obligation Corporate Purpose Bonds, Series 2022A, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2023, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2022.

County Auditor

November 22, 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 proceedings to be used at the November 28, 2022 City Council meeting to enable the Council to adopt the resolution (the “Series 2022A Resolution”) approving the 2022A Loan Agreement and providing for the issuance of the General Obligation Corporate Purpose Bonds, Series 2022A (the “Series 2022A Bonds”).

The proceedings attached include the following items:

1. Minutes of the meeting followed by the Series 2022A Resolution awarding and issuing the Series 2022A Bonds.

The blanks in the form of Bond, the form of Certificate of Authentication and the form of Assignment included as part of the Series 2022A Resolution should not be completed or executed.

2. Attestation Certificate with respect to the validity of the transcript.

3. County Filing Certificate relating to the filing of a certified copy of this Series 2022A Resolution in the Marshall County Auditor’s office. After it is adopted, a certified copy of the Resolution must be filed with the Marshall County Auditor prior to closing on December 13, 2022. An extra copy of the Series 2022A Resolution should be printed for this purpose.

As provided in this Series 2022A Resolution, beginning in the 2023-2024 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Series 2022A Bonds unless the City’s budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Series 2022A Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City’s budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

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

Also attached is a 2022A Loan Agreement for execution by the you and the Mayor. Please print the 2022A Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us for inclusion with the closing materials.

We are also attaching a Continuing Disclosure Certificate. Please retain one executed copy for the City's records and return one copy to us via email.

Finally, we are attaching a Registrar and Paying Agent Agreement for the you and the Mayor to sign. Please print a copy for execution, after which it should be returned to us by scan and email so that we may forward it to UMB Bank, n.a. for signature.

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
First National Capital Markets, Inc.

SERIES 2022A LOAN AGREEMENT

This Loan Agreement is entered into as of December 13, 2022 by and between the City of Marshalltown, Iowa (the "City"), and First National Capital Markets, Inc., Omaha, Nebraska (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$9,555,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2022 in the aggregate principal amount of \$9,555,000 (the "Series 2022A Bonds").

2. The City has adopted a resolution on November 28, 2022 (the "Series 2022A Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Series 2022A Bonds and the levy of taxes to pay the principal of and interest on the Series 2022A Bonds for the purpose or purposes set forth in the Series 2022A Resolution. The Series 2022A Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Series 2022A Resolution. In and by the Series 2022A Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Series 2022A Bonds as the same will respectively become due.

3. The Series 2022A Bonds, in substantially the form set forth in the Series 2022A Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Series 2022A Bonds shall be dated December 13, 2022, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Series 2022A Bonds and the Series 2022A Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

City Clerk

FIRST NATIONAL CAPITAL MARKETS, INC.
Omaha, Nebraska

By _____
(Signature)

(Print Name and Title)

REGISTRAR / PAYING AGENT AGREEMENT – SERIES 2022A

THIS AGREEMENT is made and entered into this December 13, 2022 (the “Dated Date”) by and between the City of Marshalltown, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$9,555,000 General Obligation Corporate Purpose Bonds, Series 2022A hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

- a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
- b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
- c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
- d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in

ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Marshalltown, Iowa Attn: City Clerk City Hall 24 N Center Street Marshalltown, Iowa 50158-4912
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF MARSHALLTOWN, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By:_____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$500 initial/\$600 annual |

*Initial Fees charged at Closing

*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Marshalltown, Iowa (the “Issuer”), in connection with the issuance of \$9,555,000 General Obligation Corporate Purpose Bonds, Series 2022A and \$610,000 Taxable General Obligation Property Restoration Bonds, Series 2022B (collectively, the “Bonds”), dated December 13, 2022. The Bonds are being issued pursuant to resolutions of the Issuer approved on November 28, 2022 (the “Resolutions”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolutions, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2021-2022 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by

State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- **Debt Information:**
 - Debt Limitation**
 - Summary of Outstanding General Obligation Bonded Debt**
 - General Obligation Debt**
 - Statement of Bonded Indebtedness**
- **Property Assessment and Tax Information:**
 - Actual (100%) Valuations for the City**
 - Taxable (Rollback) Valuations for the City**
 - Tax Extensions and Collections**
 - Principal Taxpayers**
 - Property Tax Rates**
- **Financial Information:**
 - Statement of Net Position – Governmental Activities**
 - Statement of Activities – Governmental Activities**
 - Balance Sheet – General Fund**
 - Statement of Revenues, Expenditures and Changes in Fund Balances – General Fund**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolutions.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Speer Financial, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be

recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolutions, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: December 13, 2022

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

MINUTES TO AUTHORIZE ISSUANCE
OF 2022B BONDS

422742-51

Marshalltown, Iowa

November 28, 2022

The City Council of the City of Marshalltown, Iowa, met on November 28, 2022, at 5:30 p.m., at the Council Chambers, 10 West State Street, Marshalltown, Iowa.

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

Present: _____

Absent: _____.

After due consideration and discussion, City Clerk Alicia Hunter introduced the following resolution 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.

• • • •

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

Mayor

Attest:

City Clerk

RESOLUTION NO. 2022-327

Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$610,000 Taxable General Obligation Property Restoration Bonds, Series 2022B, and providing for the levy of taxes to pay the same

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 Northland Securities, Inc., Minneapolis, Minnesota (the “Purchaser”), was determined to be the best, such bid proposing the lowest interest cost to the City for the Series 2022B Bonds; and

WHEREAS, the Purchaser has executed a certain official bid form/sale agreement (the “Sale Agreement”) with respect to the 2022B Loan Agreement and the Series 2022B Bonds, and the City Council has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the 2022B Loan Agreement and to authorize the issuance of the Series 2022B Bonds;

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

Section 1. The City shall enter into the 2022B Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$610,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the 2022B Loan Agreement on behalf of the City, and the 2022B Loan Agreement is hereby approved.

Section 2. The Series 2022B Bonds are hereby authorized to be issued in evidence of the obligation of the City under the 2022B Loan Agreement, in the aggregate principal amount of \$610,000, to be dated the date of delivery to the Purchaser, such date anticipated to be December 13, 2022. The Series 2022B Bonds shall be initially issued as a single term bond with final maturity on June 1, 2028, and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2024	\$100,000	2027	\$130,000
2025	\$120,000	2028	\$135,000
2026	\$125,000		

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Series 2022B Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The Series 2022B Bonds are not subject to optional redemption prior to maturity.

The Series Bonds shall bear interest at the per annum rate of 4.80%. Accrued interest on the Series 2022B Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2023. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2022B Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2022B Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Series 2022B Bonds at the office of the Paying Agent.

The Series 2022B Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Series 2022B Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2022B Bonds shall cease to be such officer before the delivery of the Series 2022B Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2022B Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Series 2022B Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2022B Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Series 2022B Bonds shall be issued initially as Depository Series 2022B Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Series 2022B Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Series 2022B Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2022B Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Series 2022B Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Series 2022B Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2022B Bonds.

Ownership interests in the Series 2022B Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Series 2022B Bonds as nominees will not receive certificated Series 2022B Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Series 2022B Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Series 2022B Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Series 2022B Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2022B Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2022B Bonds acquired. Transfers of ownership interests in the Series 2022B Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2022B Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Series 2022B Bonds shall be in substantially the following form:

(Form of Bond)
UNITED STATES OF AMERICA
STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

**TAXABLE GENERAL OBLIGATION PROPERTY RESTORATION BOND,
SERIES 2022B**

No. _____ \$610,000

RATE	MATURITY DATE	BOND DATE	CUSIP
3.85%	June 1, 2028	December 13, 2022	572767 E23

The City of Marshalltown (the “City”), in Marshall County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2023, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

This Bond is one of a series of Taxable General Obligation Property Restoration Bonds, Series 2022B (the “Series 2022B Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of December 13, 2022 (the “2022B Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties.

The Series 2022B Bonds shall be initially issued as a single term bond with final maturity on June 1, 2028, and with mandatory periodic principal installments due on June 1 in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2024	\$100,000	2027	\$130,000
2025	\$120,000	2028	\$135,000
2026	\$125,000		

The Series 2022B Bonds bear interest at the per annum rate of 4.80%. Accrued interest on the Series 2022B Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2023. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The Series 2022B Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on November 28, 2022, authorizing and approving the 2022B Loan Agreement and providing for the issuance and securing the payment of the Series 2022B Bonds (the “Resolution”), and reference is hereby made to the Resolution and the 2022B Loan Agreement for a more complete statement as to the source of payment of the Series 2022B Bonds and the rights of the owners of the Series 2022B Bonds.

The Series 2022B Bonds are not subject to optional redemption prior to maturity.

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

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

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Marshalltown, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of December 13, 2022.

CITY OF MARSHALLTOWN, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2022B Bonds described in the within-mentioned Resolution.

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

By (Authorized Signature)

Authorized Officer

ABBREVIATIONS

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

UTMA

(Custodian)

As Custodian for

(Minor)

under Uniform Transfers to Minors Act

(State)

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

ASSIGNMENT

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

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

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

Section 6. The Series 2022B Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$610,000) (the “Loan Proceeds”), and all action heretofore taken in connection with the 2022B Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$4,867.80) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds (\$599,982.20) (the “Project Proceeds”) received from the sale of the Series 2022B Bonds, shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of acquiring, demolishing and/or restoring dangerous, dilapidated and/or abandoned properties (the “Projects”), and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Series 2022B Bonds.

The remainder of the Loan Proceeds (\$5,150) (the “Cost of Issuance Proceeds”), received from the sale of the Series 2022B Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Series 2022B Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Series 2022B Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Series 2022B Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Series 2022B Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$142,944;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$144,480;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$143,720;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$142,720; and

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$141,480.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Marshall County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2022B Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Series 2022B Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Series 2022B Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Series 2022B Bonds, which exceed \$1,000,000 when aggregated with the Series 2022A Bonds as required by the Rule, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 11. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved November 28, 2022.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF MARSHALL
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 adoption of a resolution authorizing a 2022B Loan Agreement and providing for the issuance of \$610,000 Taxable General Obligation Property Restoration Bonds, Series 2022B of the City evidencing the City's obligation under the 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.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the 2022B Loan Agreement, to issue the Series 2022B Bonds or to levy taxes to pay the principal of and interest on the Series 2022B Bonds.

WITNESS MY HAND this _____ day of _____, 2022.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

MARSHALL COUNTY

I, the undersigned, County Auditor of Marshall County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2022, the City Clerk of the City of Marshalltown filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on November 28, 2022, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the issuance of \$610,000 Taxable General Obligation Property Restoration Bonds, Series 2022B, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2023, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2022.

County Auditor

November 22, 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 proceedings to be used at the November 28, 2022 City Council meeting to enable the Council to adopt the resolution (the “Resolution”) approving the 2022B Loan Agreement and providing for the issuance of the Taxable General Obligation Property Restoration Bonds, Series 2022B (the “Series 2022B Bonds”).

The proceedings attached include the following items:

1. Minutes of the meeting followed by the Resolution awarding and issuing the Series 2022B Bonds.

The blanks in the form of Bond, the form of Certificate of Authentication and the form of Assignment included as part of the Resolution should not be completed or executed.

2. Attestation Certificate with respect to the validity of the transcript.

3. County Filing Certificate relating to the filing of a certified copy of this Resolution in the County Auditor’s office. After it is adopted, a certified copy of the Resolution must be filed with the Marshall County Auditor prior to closing on December 13, 2022. An extra copy of the Resolution should be printed for this purpose.

As provided in this Resolution, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Series 2022B Bonds unless the City’s budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Series 2022B Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City’s budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

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

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Also attached is the 2022B Loan Agreement for execution by you and the Mayor. Please print the 2022B Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us as soon as available for inclusion with the closing materials.

Finally, we are attaching a Registrar and Paying Agent Agreement for you and the Mayor to sign. Please print a copy for execution, after which it should be returned to us by scan and email so that we may forward it to UMB Bank, n.a. for signature prior to closing.

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
Northland Securities, Inc.

SERIES 2022B LOAN AGREEMENT

This Series 2022B Loan Agreement is entered into as of December 13, 2022 by and between the City of Marshalltown, Iowa (the "City"), and Northland Securities, Inc., Minneapolis, Minnesota (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$610,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Property Restoration Bonds, Series 2022B in the aggregate principal amount of \$610,000 (the "Series 2022B Bonds").

2. The City has adopted a resolution on November 28, 2022 (the "Resolution") authorizing and approving this Series 2022B Loan Agreement and providing for the issuance of the Series 2022B Bonds and the levy of taxes to pay the principal of and interest on the Series 2022B Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Series 2022B Bonds as the same will respectively become due.

3. The Series 2022B Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Series 2022B Bonds shall be dated December 13, 2022, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Series 2022B Bonds and the Resolution.

4. This Series 2022B Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

City Clerk

NORTHLAND SECURITIES, INC.
Minneapolis, Minnesota

By _____
(Signature)

(Print Name and Title)

REGISTRAR / PAYING AGENT AGREEMENT – SERIES 2022B

THIS AGREEMENT is made and entered into this December 13, 2022 (the “Dated Date”) by and between the City of Marshalltown, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$610,000 Taxable General Obligation Property Restoration Bonds, Series 2022B hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

- a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
- b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
- c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
- d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in

ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Marshalltown, Iowa Attn: City Clerk City Hall 24 N Center Street Marshalltown, Iowa 50158-4912
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF MARSHALLTOWN, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By:_____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$500 initial/\$600 annual |

*Initial Fees charged at Closing

*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

**RESOLUTION APPROVING THE ANNUAL STREET FINANCIAL
REPORT FOR FISCAL YEAR ENDING 2022**

WHEREAS the State of Iowa collects Road Use Tax Funds as permitted by Iowa Code 312 and transfers to each City the amount of Road Use Tax collected based on each City's population; and

WHEREAS each city is required to record funds received and used for street projects, repairs, maintenance and operational expenses in a special Road Use Tax (RUT) Fund and numbered Fund 110; and

WHEREAS each city is required to annually to complete a report known as the Street Financial Report (SFR) and submit it to the IDOT by the due date of December 1st; and

WHEREAS the report shows use of all RUT Funds and any other Funds used in the operation and construction of city streets, including any funds used to service debt in conjunction with a street project; and

WHEREAS the Finance Director has completed the SFR for the fiscal year ending June 30, 2022.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa:

Section 1. That the City of Marshalltown approves and adopts the Street Financial Report for FY2022.

Section 2. That the City Council directs the Finance Director to submit the report on behalf of the City of Marshalltown on or before the due date of December 1, 2022.

Passed this 28th 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: 11/21/2022
RE: Street Financial Report (SFR) for FY2022

Policy Issue: The SFR must be presented to Council. The City may choose to approve the report by resolution, but it is not required

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Maintain a financially healthy organization.

Recommendation: The SFR annual report has been prepared by the Finance staff and it is required to be presented to the City Council. The report is filed electronically.

Budget Impact: If the report is not submitted to the Iowa Department of Transportation by the due date of December 1st, the State Treasurer can withhold Road Use Tax (RUT) funds to the City. FY22's budget for RUT revenue was \$3.4M and the actual amount received was \$3,813,251.

Description/Background: This report outlines all activity as reported in the Road Use Tax (RUT) fund 110 and also shows other activities associated with streets, including debt payments, capital projects and street-related equipment purchases in other funds also. Pages 1-2 shows expenses by funding source. The General Fund pays for wages and benefits for the Public Works department and a small percentage of the City Administrator, HR Director and Finance Director's time. The RUT transfers money to reimburse the General Fund for these gross wages. The General Fund also paid for the general liability insurance portion related to Public Works, which is funded by the insurance property tax levy.

The RUT Fund pays for part of the Data Management Coordinator position related to street work. The RUT also pays for contracted work and supplies to develop and maintain streets, street lighting and street sign costs, snow removal, engineering, equipment, and other operational costs for the department. Total revenues in the RUT were \$3,815,734 and total expenses were \$3,114,181. The beginning fund balance was \$5,601,594, which leaves \$6,303,147 as the fund balance at 6/30/2022.

The Other Special Revenues column contains activity related to our tornado FEMA Category C Street project, Local Option Sales Tax transfers for street projects and debt service, TIF revenue and transfers for bond payments relating to streets, and property tax revenues levied for employee benefits which is then transferred to the General Fund.

CITY COUNCIL

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



The Debt Service column shows our principal, interest, and bond fees related to the street portion of the bonds. More detail is on page 4. This is funded by local option sales tax property tax relief dollars and TIF street projects.

The Capital Project column consists of projects that are funded by bonds, transfers from local option sales tax capital funds, interest earned, and assessments. The land purchase was for parcels on N. 5th Ave and the parcel for N. 8th Ave. to connect to Marion St.

Pages 5-9 show an equipment listing used by the public works department. The equipment additions this year include two 2016 Caterpillar Motor Graders at a cost of \$158,000 each before trade-ins and a 2022 International dump truck with a plow, spreader & pre-wet system at a cost of \$160,457 before trade-in.

Page 10 indicates projects that were 100% completed by the end of FY22 and are construction, reconstruction or improvement projects. Maintenance projects are not required to be reported.

Page 10 summarizes the activity for the year. Expenses were \$8,496,029 and revenues were \$15,936,076. Remember that we borrowed \$9.13 million in FY22, but only \$7.91 was allocated for the viaduct and streets. \$354,970 of the bond premium was also allocated for street projects. This total of \$8,264,970 is shown on the "Proceeds from Debt" row on the Revenue page 3. Overall, the ending fund balances for street related activity is \$14,838,296.

CITY COUNCIL

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





Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Marshalltown

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$1,066,753	\$11,619					\$1,078,372
Benefits - Roads/Streets	\$436,707	\$3,143					\$439,850
Training & Dues		\$545					\$545
Building & Grounds Maint. & Repair		\$35,655					\$35,655
Vehicle & Office Equip Operation and Repair		\$91,308					\$91,308
Other Utilities		\$21,394					\$21,394
Engineering		\$92,828			\$51,025		\$143,853
Insurance	\$47,654						\$47,654
Rents & Leases		\$1,608					\$1,608
Street Maintenance Expense		\$235,812					\$235,812
Tax Expense		\$3,467					\$3,467
Other Professional Services					\$54,248		\$54,248
Other Contract Services		\$274,420					\$274,420
Minor Equipment Purchases		\$44,071					\$44,071
Office Supplies		\$970					\$970
Operating Supplies		\$70,341					\$70,341



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Marshalltown

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Replacement Posts & Signs		\$12,488					\$12,488
Vehicles		\$162,137					\$162,137
Heavy Equipment		\$316,000					\$316,000
Land Purchase					\$123,419		\$123,419
Street - New Roadway					\$1,717,390		\$1,717,390
Street - Preservation					\$165,480		\$165,480
Principal Payment				\$2,536,742			\$2,536,742
Interest Payment				\$221,998			\$221,998
Bond Registration Fees				\$2,739			\$2,739
Transfer Out		\$1,116,774	\$3,491,796		\$1,218,522		\$5,827,092
Street Lighting		\$247,145					\$247,145
Traffic Control/Safety		\$56,334					\$56,334
Snow Removal		\$203,454					\$203,454
Highway Engineering		\$101,116	\$2,452				\$103,568
Street Cleaning		\$11,552					\$11,552
Snow Removal Salaries	\$50,021						\$50,021
Snow Removal Benefits	\$21,994						\$21,994
Total	\$1,623,129	\$3,114,181	\$3,494,248	\$2,761,479	\$3,330,084		\$14,323,121



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Marshalltown

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$47,654		\$458,701	\$0			\$506,355
TIF Revenues			\$394,091				\$394,091
Other Taxes (Hotel, LOST)			\$2,639,004				\$2,639,004
Interest					\$52,434		\$52,434
Federal Grants			\$100,574				\$100,574
State Revenues - Road Use Taxes		\$3,813,251					\$3,813,251
Other State Grants - IDOT			\$37,377				\$37,377
Charges/fees						\$0	\$0
Assessments					\$537		\$537
Contributions		\$2,483			\$125,000		\$127,483
Proceeds from Debt					\$8,264,970		\$8,264,970
Transfer In	\$1,575,475			\$2,761,479	\$1,490,138		\$5,827,092
Total	\$1,623,129	\$3,815,734	\$3,629,747	\$2,761,479	\$9,933,079	\$0	\$21,763,168



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2022

Marshalltown

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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2020A GO Bonds Refunding 2011B, 2012A, 2014A	\$2,463,370	\$417,191	\$28,927	\$417,191	\$28,927	\$2,046,179
2019 GO (incl E. Merle Hibbs)	\$3,051,693	\$211,052	\$61,034	\$211,052	\$61,034	\$2,840,641
2012A GO Bonds	\$1,675,000	\$425,000	\$35,563	\$425,000	\$35,563	\$1,250,000
2013A GO Bond	\$1,000,000	\$1,000,000	\$17,500	\$1,000,000	\$17,500	\$0
2016A Go Bond	\$1,440,000	\$175,000	\$28,800	\$175,000	\$28,800	\$1,265,000
2015 GO Bond	\$837,356	\$308,499	\$20,174	\$308,499	\$20,174	\$528,857
2018 GO Bond	\$1,000,000	\$0	\$30,000	\$0	\$30,000	\$1,000,000
2021 GO Viaduct and Streets	\$7,910,000	\$0	\$0	\$0	\$0	\$7,910,000
2021 GO Viaduct and Streets - Premium only	\$0	\$0	\$0	\$0	\$0	\$0



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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
#7197 Chevy Silverado Truclt 1GC3YLE78LF291118	2020	Purchased	\$28,544	No Change
#7196 Chevy Silverado 2500 Truck 1GC3YLE79LF291175	2020	Purchased	\$28,544	No Change
#7194 2021 International HV507 SFA 4x2 with Plow & Spreader	2021	Purchased	\$158,847	No Change
#7195 2021 International HV507 SFA 4x2 with RDS & Plow	2021	Purchased	\$181,657	No Change
#7201 John Deere Compact Track Loader, with Rotary Cutter and Scrap Grapple	2020	Purchased	\$83,500	No Change
#7246 Wheel loader bucket with grapple stucchi	2020	Purchased	\$18,500	No Change
Land Pride 37 Series Disc Mower #441337	2005	Purchased	\$5,372	No Change
Ford Explorer AWD	2018	Purchased	\$27,985	No Change
CAT 9386 Wheel Endloader #05926	1990	Purchased	\$120,160	No Change
NewHolland Skid loader/trencher	2004	Purchased	\$45,980	No Change
Gallion Steel Roller #812162	1977	Purchased	\$18,000	No Change
Seaman Pulverisor #1088004	1982	Purchased	\$66,969	No Change
Chev Silverado-white w/ snow plow #363651	2004	Purchased	\$23,622	No Change
Intrnl Dump Truck #151371	2005	Purchased	\$72,259	Traded
John Deere Front End Loader #595830	2005	Purchased	\$94,120	No Change
Ford Ranger XLT (Utility)	2005	Purchased	\$14,870	No Change
ford C8000 cab & Chassisw/Pitman Polecat (Utility)	1989	Purchased	\$19,299	No Change
Dump Truck & Snow Plow #306718	2005	Purchased	\$79,683	Traded
Woods 15' Batwing Mower #1011192	2005	Purchased	\$11,825	No Change
Crafc0 125 Super Shot - crack sealer #418327	2005	Purchased	\$20,900	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
Graco Line Lazer & Driver #BA2768	2005	Purchased	\$9,397	No Change
Chevy Colorado #9404 (Utility)	2006	Purchased	\$13,819	No Change
Hyster Forklift #1587W	1999	Purchased	\$16,000	No Change
MOHAWK LIFT	1990	Purchased	\$9,950	No Change
Used Scissor Lift (Utility)	1990	Purchased	\$9,750	No Change
#7193 Chevy Silverado with upfit	2020	Purchased	\$63,464	No Change
#7202 Chevy Silverado 3500 truck with upfit	2020	Purchased	\$59,992	No Change
#7245 International HV507 single axle dump truck with spreader & plow	2022	Purchased	\$160,457	No Change
#7200 John Deere 1025R Tractor	2019	Purchased	\$18,650	No Change
Int'l Dump Truck & Snow Plow	2009	Purchased	\$100,912	No Change
Ford 3/4 ton pickup #15049	2011	Purchased	\$21,635	No Change
IHC Crawler Tractor #26263	1969	Purchased	\$18,000	No Change
Case Tractor #11490096	1985	Purchased	\$10,657	No Change
Gaillion Motor Grader #200888	1994	Purchased	\$94,975	Traded
O'Halloran Dump truck & plow #33339	2011	Purchased	\$30,646	No Change
Chevy S-10 Pickup #53627	1995	Purchased	\$11,092	No Change
Wisconsin Tagalong Trailer	1986	Purchased	\$14,923	No Change
Chev Dump Truck w/ snow equip #25692	2000	Purchased	\$73,177	No Change
Humpback Trailer Pump #13955	1111	Purchased	\$7,884	No Change
6 Tailgate Spreaders/Vibrators	1111	Purchased	\$12,078	No Change
Leeboy Asphalt Paver #L1000 T-959	1989	Purchased	\$34,052	No Change
Turner 48" Flail Mower #22308	1988	Purchased	\$21,900	No Change
Chev Basket Truck #110497	1987	Purchased	\$69,842	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
Ford F250 XL Crew 4X4	2019	Purchased	\$28,750	No Change
Case 721G Wheel Loader S/N NJF246052	2019	Purchased	\$155,000	No Change
Ford 3/4 Ton 4x4 Pickup #B00649	1991	Purchased	\$13,743	No Change
International Dump Truck Model HV507SFA	2020	Purchased	\$144,610	No Change
Case IH 215 Puma Tractor	2011	Purchased	\$75,250	No Change
GPS System Trimble R8 (design survey equip)	2008	Purchased	\$24,878	No Change
DuraPatch 6000 gallon oil tank	2010	Purchased	\$47,585	No Change
Elgin Pelican Sweeper	2011	Purchased	\$163,594	No Change
Snogo MP-3D snow blower	2011	Purchased	\$139,938	No Change
Vactor 2100 plus (storm sewer portion)	2010	Purchased	\$123,006	No Change
JD Excavator-Model 200CLC s/nFF200CX507 (Street)	2012	Purchased	\$99,500	No Change
Ford F450 Aerial Ladder truck (utility)	2000	Purchased	\$43,335	No Change
Ford Expedition 4 x 4	2012	Purchased	\$32,316	No Change
International 7300 SFA 4x2 dump truck	2013	Purchased	\$114,616	No Change
Elgin Pelican NP Street Sweeper	2019	Purchased	\$221,280	No Change
Road LaserPaint Line Striper BA207	1998	Purchased	\$35,660	No Change
Ford F250 SD (Sewer)	2015	Purchased	\$6,894	No Change
JF Disc Mower #1902	1990	Purchased	\$5,600	No Change
Compost Read Screen All (Sifter) #1134	1990	Purchased	\$49,000	No Change
Street Sweeper	2015	Purchased	\$160,720	No Change
Garden Tractor (Street)	2012	Purchased	\$12,000	No Change
Intl 7300 4x2 Dump Truck (Street)	2014	Purchased	\$129,071	No Change
Bobcat Toolcat	2014	Purchased	\$30,998	No Change



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Description	Model Year	Usage Type	Cost	Purchased Status
Kubota Utility Tractor #52600	2008	Purchased	\$24,950	No Change
Dura Patcher #14108	2007	Purchased	\$54,500	No Change
Ford LTA 9000 Heavy Truck #37705	1994	Purchased	\$15,000	No Change
Chev 1/2 Ton Pickup #287190	2003	Purchased	\$19,835	No Change
Concrete Breaker (Engineering)	2012	Purchased	\$7,531	No Change
John Deere Model 1570 Terrain with mower deck and front mount blower	2018	Purchased	\$37,800	No Change
Hydraulic breaker (Sewer)	1111	Purchased	\$7,890	No Change
Grapple Bucket	2018	Purchased	\$17,500	No Change
FORD F-350 KNAPHEIDE SERVICE BODY W/ R&H LADDER UNIT	2017	Purchased	\$76,427	No Change
International 7400 SFA 4X2 Dumpt Truck with snow plow	2018	Purchased	\$140,519	No Change
RAM 2500 4X4 Crew Cab 149" WB Tradesman	2018	Purchased	\$27,826	No Change
International Dump Truck for Street Dept.	2018	Purchased	\$136,150	No Change
Used John Deer Gator	2015	Purchased	\$6,889	No Change
Ram 2500 Truck (Engineering Dept)	2017	Purchased	\$29,390	No Change
International 7400 Dump Truck with Plow Attachments	2016	Purchased	\$132,166	No Change
International 7300 SFA4X2 Dump Truck	2016	Purchased	\$129,866	No Change
Tiger Bengal Extendable Boom Mower - Side Mount	2015	Purchased	\$28,500	No Change
Case End Loader Model 721F	2015	Purchased	\$164,426	No Change
Speed Trailer	2015	Purchased	\$16,864	No Change
Landpride RC 5020 Mower (Sewer/Dike)	2014	Purchased	\$6,889	No Change
DuraPatcher Cimline P2 250' Gallon Trailer Mounted	2018	Purchased	\$58,122	No Change
#7276 216 Caterpillar 12MS Motor Grader	2016	Purchased	\$158,000	New



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Description	Model Year	Usage Type	Cost	Purchased Status
# 7277 2016 Caterpillar 12M3 Motor Grader	2016	Purchased	\$158,000	New
#7278 International dump w/plows, spreader & pre-wet system	2022	Purchased	\$160,457	New



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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
Extends existing E. Merle Hibbs Blvd 1,138 feet to the east to open up potential development	\$2,553,471	\$2,374,594	Wenthold Excavating LLC



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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$5,601,594	(\$91,872)	\$0	\$1,888,527	\$0	\$7,398,249
SubTotal Expenses (-)	\$1,623,129	\$1,997,407	\$2,452	\$2,761,479	\$2,111,562		\$8,496,029
Transfers Out (-)		\$1,116,774	\$3,491,796		\$1,218,522		\$5,827,092
Subtotal Revenues (+)	\$47,654	\$3,815,734	\$3,629,747	\$0	\$8,442,941	\$0	\$15,936,076
Transfers In (+)	\$1,575,475			\$2,761,479	\$1,490,138		\$5,827,092
Ending Balance	\$0	\$6,303,147	\$43,627	\$0	\$8,491,522	\$0	\$14,838,296

Resolution Number:

Execution Date: Monday, November 28, 2022

Signature: Diana Steiner

RESOLUTION APPROVING MASTER SERVICES AGREEMENT FOR AUTOMATED TRAFFIC ENFORCEMENT SERVICES WITH SENSYS GATSO GROUP

WHEREAS the City of Marshalltown, Iowa, through the Police Department, enforces city ordinance traffic enforcement laws to enhance traffic safety in our community; and

WHEREAS the City identified a need for assistance with traffic enforcement services and solicited proposals through an RFP process for Automated Traffic Enforcement Services (ATE) and on October 24, 2022 the City Council approved the police department to negotiate a service agreement; and

WHEREAS the City is prepared to enter into a contract with Sensys Gatso Group for the necessary professional services to implement Automated Traffic Enforcement Services in the City of Marshalltown.

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

Section 1. That the Marshalltown City Council authorizes City staff and the Mayor to execute the Master Services Agreement with Sensys Gatso Group for Automated Traffic Enforcement (ATE) services.

Passed this 28th 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: Captain Christopher Jones
DATE: November 21, 2022
RE: Automated Traffic Enforcement

Policy Issue: City council approval is required for a professional services contract.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☒ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Review a contract proposal between the City of Marshalltown and Sensys Gatso Group for Automated Traffic Enforcement (ATE) services.

Recommendation: Approval of a contract between the City of Marshalltown and Sensys Gatso Group to assist with Automated Traffic Enforcement (ATE) services.

Budget Impact: There is no cost to the city to implement the program which will result in generated revenue for the general fund.

Description/Background: Due to limited resources, many local governments have turned to automated traffic enforcement to enforce city ordinance traffic violations without diverting law enforcement resources from other areas. Speeding is a significant problem that negatively impacts the safety of everyone on the road.

Working closely with city leadership, Lynch Dallas, P.C., and representatives of Sensys Gatso Group a written contract proposal has been created for council review.

The proposed contract is for a term of 5 years. The contract may be canceled through mutual agreement between the City of Marshalltown and Sensys Gatso Group, canceled for cause, and/or canceled in the event of a change in Iowa law prohibiting ATE programs.

There are no upfront fees for the program. Sensys Gatso would retain \$35 per paid violation. Sensys Gatso Group would assist the City of Marshalltown in recovering unpaid violations if necessary. The City of Marshalltown will have full discretion on the collection process needed to recover unpaid fines. There is no charge for violations that remain unpaid or are found to be uncollectable.

The proposed contract would cover 2-fixed monitoring locations and a mobile unit as part of an ATE program. The monitoring locations will be determined at a later time and will be made at the discretion of the Marshalltown City Council.

CITY COUNCIL

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



Through this proposal, Sensys Gatso Group will assist with several services relating to our ATE program including: equipment installation, maintenance, training, back office software, billing, receiving, and customer care. Sensys Gatso will also assist the City of Marshalltown in providing community education, awareness, and program signage for our ATE program.

The City of Marshalltown will retain the rights to all data collected by Sensys Gatso Group through this program.

CITY COUNCIL

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



Master Services Agreement

This Master Services Agreement is made on , 2022 (the “Effective Date”), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 316-U, Beverly, MA 01915 (“Sensys Gatso”) and the City of Marshalltown, an Iowa municipal corporation with a principal business address at 24 N. Center St., Marshalltown, IA 50158 (the “Customer”).

WHEREAS, Customer wishes to retain the business and technology services of Sensys Gatso (the “Services”) as set forth in this Master Services Agreement (the “Agreement”) and in one or more attachments, incorporated herein by reference (each a “Service Attachment”) to facilitate the detection, issuance and/or processing of violations of one or more of Customer’s traffic law or code enforcement programs (each a “Program”); and

WHEREAS, in connection with each Service, Sensys Gatso agrees to provide the Services and the equipment described in a Service Attachment (“Equipment”); and

WHEREAS, Sensys Gatso also agrees to provide Customer with access to certain proprietary software and technology (the “System”) and associated back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a “Notice of Violation”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the date that the first Notice of Violation captured by the System is mailed and continue for a period of five (5) years (“Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for a two (2) year term (each an “Extension Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice declining to extend not later than thirty (30) days prior to expiration of the then-current Initial Term or an Extension Term. Except as otherwise set forth herein, Extension Terms are subject to extension pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Extension Term.
- 1.2. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and Customer.
- 1.3. Termination for Cause. Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if the other party has breached its obligations under the Agreement or the applicable Service Attachment provided. In the event of a termination under this Section 1.3, the terminating party must provide sixty (60) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. The notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. However, if the nature of such default is such that it cannot reasonably be cured within such period, the party required to cure shall be deemed to have cured such default if within such period such party commences performance thereof and thereafter diligently prosecutes with proof the same to completion.
- 1.4. Termination by Sensys Gatso due to Change in Law. Sensys Gatso may terminate this Agreement or any Service Attachment by giving Customer not less than ninety (90) days’ prior written notice if (a) applicable

law is amended, or a federal or state agency adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by Sensys Gatso; or (b) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation (each of (a) and (b) is a “Change in Law”). Notwithstanding the foregoing, Sensys Gatso or Customer may, following Sensys Gatso’s notice of termination under this Section 1.4, choose to immediately suspend the Services described in such Service Attachment, upon the effective date of such Change in Law.

Notwithstanding the foregoing, Sensys Gatso shall not terminate this agreement or any service attachment due to Change in Law until (1) legal action involving the customer related to Change in Law has been resolved; or (2) in the case of a Change of Law that substantially restricts the operation of automated traffic law or code enforcement systems, but does not prohibit such systems, until the Parties have had a reasonable opportunity to confer in good faith regarding mutually acceptable amendments to this Agreement or the Services to permit the continued operations of the Services.

- 1.5. Effect of Termination or Expiration. On the termination date or on the first day after any other date of termination or expiration of this Agreement (“Effective Date of Termination”), the Services shall immediately cease. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 4.2 (Cooperation), 5.3 (Indemnification Obligations), 5.6 (Applicable Law; Jurisdiction and Venue), and 5.16 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sensys Gatso will continue to provide customer service team coverage for ninety (90) days after the “Effective Date of Termination” and shall process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.
- 1.6. Removal of Equipment. Within forty-five (45) days following the Effective Date of Termination, Sensys Gatso shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period. Sensys Gatso shall be responsible for obtaining any permits required to remove equipment from appropriate agencies. Customer shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waive.

2. COMPENSATION

- 2.1. Service Fees. Customer shall pay Sensys Gatso all fees set forth in one or more Service Attachments (the “Service Fees”) within thirty (30) days of a receipt of an invoice therefore.
- 2.2. Service Fees Payment.
 - 2.2.1. Invoicing. Sensys Gatso shall invoice the Customer for service fees on or before the 30th day of each month. Payment terms are thirty (30) days net from the date of invoice. Each invoice shall state the total quantity of citations collected and service fees owed to Sensys Gatso. A late fee of 1.5% will be added to all fees not paid within 15 days after the Due Date. The late payments will

be added to the invoices of the next month.

2.2.2. Fees are Sole Compensation. Except as explicitly set forth in a Service Attachment, the Service Fees and any Credit Card Convenience Fees, as defined in Section 3.6, shall be Sensys Gatso's sole compensation for the Services. Sensys Gatso shall remain responsible for all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System unless otherwise set forth in this Agreement or a Service Attachment.

3. SCOPE OF SERVICES

- 3.1. Sensys Gatso Hotline. Sensys Gatso will provide customer with a dedicated "hotline" number for emergency situations. Phone calls or e-mails shall be returned by a Sensys Gatso hotline support team member within one (1) hour for all equipment and software related issues that have resulted or will result in degraded or cessation of operation. All other phone calls or e-mails shall be returned within one (1) business day.
- 3.2. Services; System Operation. Sensys Gatso shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.10. Sensys Gatso shall notify the Customer two (2) business days prior to any scheduled downtime in writing. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users employed by the Customer, and, to the extent required to provide the Services, the general public, over the internet through supported web browsers
- 3.3. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to other customers, Sensys Gatso will provide such upgrades without charge to Customer. This Section 3.3, shall not, however, entitle Customer to receive any additional Services or Equipment other than those described in the Service Attachment
- 3.4. Customer Personnel Training. On days and at times agreed by the parties, Sensys Gatso will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sensys Gatso may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. Notices of Violation. Except for Notices of Violation issued by Customer personnel at the time of violation, Sensys Gatso shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), who has not paid a Notice of Violation in a timely manner, Sensys Gatso shall send additional notices thereafter as further described in a Service Attachment.
- 3.6. Payment Methods; Telephone Support. Sensys Gatso shall provide the registered owner(s) or designated violator the opportunity to pay or request to contest a Notice of Violation using one of the following methods: web, telephone, and mail. To the extent permitted by applicable law, Sensys Gatso will pass through to registered owners any reasonable credit card convenience fees imposed upon Sensys Gatso by

its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. Sensys Gatso shall respond to customer inquiries or questions within one business day.

- 3.7. Deposit of Fines. Sensys Gatso will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sensys Gatso will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by Sensys Gatso; and (b) for Customer to have viewing rights to the Master Account. Sensys Gatso will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account weekly.
- 3.8. Storage of Violation Data. Sensys Gatso will store all violation data for a minimum of five (5) years after payment or final adjudication of such violation or such longer period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period. No violation data will be purged without the consent of the Customer.
- 3.9. NLETS Requirements. All authorized Sensys Gatso or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal and state laws and all NLETS requirements. Without limiting the foregoing, Sensys Gatso expressly acknowledges the restrictions imposed by Driver Privacy Protection Act and shall comply therewith.
- 3.10. Reports. The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. Public Awareness. Sensys Gatso shall, to the extent permitted by law, assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.
- 3.12. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12:

Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation: statutory
Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer Project Manager. Customer will designate one Customer employee as Sensys Gatso's principal contact ("Customer Project Manager"). Customer reserves the right to replace the employee designated as the Customer Project Manager at its discretion. In the case Customer designates a new employees as the Customer Project Manager, it will give Sensys Gatso written notice of the new employee's name and contact information.
- 4.2. Cooperation. Customer will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and to perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto. Customer will provide Sensys Gatso, at no cost, all Customer permits necessary for the System. Customer will also reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies.

Customer shall: (a) keep all Equipment and Systems in its possession free of all security interests of any kind whatsoever, including liens, encumbrances and claims; (b) take reasonable measures to protect the Equipment and Systems from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Equipment by Sensys Gatso or the manufacturer; (d) use the Equipment and the System with due care and in conformity with all applicable laws; and (e) not modify the Equipment or the System in any way.

- 4.3. Access to Information Services. To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sensys Gatso to perform motor vehicle ownership inquiries on behalf of Customer.
- 4.4. Business Rules. Customer will establish and document certain Program parameters as reasonably requested by Sensys Gatso (the "Business Rules"). Customer will provide Sensys Gatso with at least sixty (60) days' written notice of any proposed change to the Business Rules unless the changes requested are required by a Change in Law impacting the operation of the program. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.
- 4.5. Collection of Unpaid Fines. For any Services for which Sensys Gatso is compensated based on Notices of Violation fines or other fees paid by violators, Sensys Gatso agrees to assist the Customer with collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. The decision to pursue collections efforts is the sole discretion of the Customer. The Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain Sensys Gatso to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes

of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. Sensys Gatso represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and any Service Attachment;
- b) the Equipment will conform with all written specifications provided by Sensys Gatso to Customer;
- c) the Equipment will conform with the intended purpose and use it was designed for;
- d) the Services described herein will be performed in a professional manner with due care and skill;
- e) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- f) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against Sensys Gatso by the Auditor of such state;
- g) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- h) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

i) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

A. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

B. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.1.2. Customer represents and warrants that at all times during the Term:

- a) it has the independent legal authority to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b) it has the legal right to grant the licenses set forth in Section 5.2.3; and
- c) it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state and local laws.

5.2. Ownership; Licenses.

5.2.1. Program Data. Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sensys Gatso related specifically to the Program or its operation ("Program Data"). Customer grants to Sensys Gatso: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sub licensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance Sensys Gatso's systems and services. Sensys Gatso and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

5.2.2. Program Materials. Sensys Gatso shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sensys Gatso), templates, studies, reports or other documents, including Training Materials,

Pamphlets, and other materials used generally by Sensys Gatso in performing services for its clients (“Program Materials”). Sensys Gatso grants to Customer a non-exclusive, royalty-free, fully paid up, non-sub licensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer’s internal use in connection with the Services.

- 5.2.3. Customer Marks. Customer hereby grants to Sensys Gatso and its affiliates a non-exclusive, non-transferable, sub licensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer (“Customer Marks”) solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sensys Gatso will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sensys Gatso and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sensys Gatso or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sensys Gatso.

5.3. Indemnification Obligations.

- 5.3.1. Sensys Gatso shall indemnify, defend, and hold harmless the Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under, or in concert with them (the Customer Indemnitees) from and against any and all losses that may be imposed on or incurred by the Customer Indemnitees arising out of or in any way related to:
- a) any material representation, inaccuracy, or breach of any covenant, warranty, or representation of Sensys Gatso contained in this Agreement.
 - b) negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
 - c) any claim, action, or demand not caused by the Customer’s failure to perform its obligations under this Agreement.
- 5.3.2. Notwithstanding anything to the contrary in this Agreement, neither Sensys Gatso nor the Customer will be liable to the other, by reason or any representation or express or implied warranty, condition, or other term or any duty at common or civil law, for any lost profits or any indirect, incidental, or consequential damages however caused.
- 5.3.3. In the event any claim, action, or demand (collectively a “Claim”) in respect of which the Customer seeks indemnification from Sensys Gatso, the Customer must give Sensys Gatso written

notice of such Claim promptly after the Customer first becomes aware of it. Sensys Gatso will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Customer, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Customer will have the right to participate in the defense at its sole expense.

5.3.4 To the extent not prohibited by the laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment or System suppliers and installers) (the “Sensys Gatso Indemnitees”) from and against any and all third party claims arising out of or related to:

- a) any material breach of the representations and warranties of Customer set forth in Section 5.1.2;
- b) negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnitee; or
- c) the validity of the results of Customer’s use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer’s use of the System except to the extent caused by Sensys Gatso’s failure to comply with the terms of the Agreement.

5.4. Relationship between Sensys Gatso and Customer. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, This Agreement does not permit either Party to incur any debts or liabilities or obligations on behalf of the other Party, except only as specifically provided herein.

5.5. Assignment; Successors and Assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Sensys Gatso further reserves the right to use third party contractors to fulfill its obligations to provide certain Services provided that Sensys Gatso shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns

5.6. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction and venue in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.7. Compliance with Laws. Sensys Gatso must provide and perform all services under this Agreement in

compliance with, and Sensys Gatso agrees to be bound by, all applicable federal, State of Iowa, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*

- 5.8. Not Barred; No Collusion. Sensys Gatso hereby represents that it is not barred by law from contracting with the Customer or with any other unit of the state or local government as a result of (a) a delinquency in the payment of any tax administered by the Iowa Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or amount of the tax.
- 5.9. Disclosure of Interested Persons. Sensys Gatso hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Customer for all loss or damage that the Customer may suffer thereby, and this Agreement will be null and void, at the Customer's option.
- 5.10. Patriot Act Compliance. Sensys Gatso represents and warrants that to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Customer that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating the transactions contemplated by this Agreement on behalf of any person or entity name as a Specially Designated National and Blocked Person. Sensys Gatso hereby agrees to defend, indemnify, and hold harmless the Customer, its corporate authorities, and all Customer appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses, including reasonable attorneys' fees and costs arising from or related to any breach of the foregoing representations and warranties.
- 5.11. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder to the extent due to a Force Majeure Event or the negligence or misconduct of a third party. "Force Majeure Event" means conditions or other circumstances, such as acts of God that: (a) were not foreseen, and could not have been reasonably foreseen, but the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delays in transportation, epidemics, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.12. Escalation Procedure. The following procedure will be followed if resolution of a conflict arising during the performance of this Agreement is required:

- 5.12.1. When a conflict arises between Customer and Sensys Gatso, the project team members will first strive to work out the problem internally.
- 5.12.2. If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager identified pursuant to Section 4.1 and a designated representative of Sensys Gatso will confer to resolve the issue.
- 5.12.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Manager and Sensys Gatso representative, a senior executive of Sensys Gatso will confer with a senior level administrator for Customer within five (5) days to resolve the issue.
- 5.12.4. If no resolution is reached pursuant to Section 5.12.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
- 5.12.5. During any conflict resolution as described in this Section 5.12, Sensys Gatso agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to reasonably cooperate with Sensys Gatso's provision of such services and shall pay invoices per the Agreement.
- 5.13. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.14. Counterparts; Electronic Signature. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any signature or copy of this Agreement made by reliable means (for example, photocopy, electronic signature or electronic mail) shall be considered an original.
- 5.15. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.16. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement, whether or not made in writing, will not be deemed a waiver of any subsequent instances.
- 5.17. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.
- 5.18. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

IN WITNESS WHEREOF, Sensys Gatso and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Sensys Gatso USA, Inc.

By: _____
Authorized Signature

William Braden

President

b.braden@sensysgatso.com

Date: _____

Attested to:

By: _____
Authorized Signature

Name (type or print): _____

Date: _____

Agreed to:

The City of Marshalltown, Iowa

By: _____
Authorized Signature

Name: _____ Title:

Email:

Date: _____

Attested to:

By: _____
Authorized Signature

Name (type or print): _____

Date: _____

SERVICE ATTACHMENTS

Fixed Location Traffic Enforcement

This Fixed Location Traffic Enforcement Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Marshalltown, Iowa (“Customer”) dated _____, 2022 (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

1. SERVICE FEES

1.1 Systems Installed During the First Twelve (12) Months of the Agreement. For all camera systems operational in the 12 month period after the Effective Date of the Agreement, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- \$35 per paid violation
- In addition if the Customer requests that a Third Notice be sent to the violator, the Customer shall be invoiced \$2.00 for each.

1.2 Adjustments for Equipment Downtime. If an installed Speed Enforcement System is inoperative or needs repair due to knockdown, damage, or road construction, and such repair requires more than ten (10) business days to complete, the city will be required pursuant to Section 1.1 shall pay service fees as calculated at fifty percent (50%) of the rolling twelve (12) month average of the Service Fees for that system for a period not to exceed six (6) months or until such repair is completed, whichever is earlier; provided, however, that such Service Fee adjustment shall not apply where the Customer is responsible in whole or in part for such delay. In such cases, Customer shall be responsible for 100% of the calculated service fee outlined above.

1.3 Consumer Price Index Adjustment. The Service Fees provided in Sections 1.1 of this Service may be subject to a Consumer Price Index (“CPI”) adjustment should the Annual CPI index increases 5% or more for three consecutive years of the contract term. The CPI increase, if triggered, will be adjusted by one half of the total increase in CPI for those three years as calculated by the CPI for All Urban Consumers for the region in which the Customer is located as published by the United States Department of Labor’s Bureau of Economic Statistics, or, in the event that the United States Department of Labor ceases to publish such an index, a similar index determined by Sensys Gatso.

2. SCOPE OF SERVICES

2.1 Equipment. Sensys Gatso shall operate, and maintain, and where necessary install or replace, fixed location traffic enforcement cameras (each a “Camera”) in accordance with Sensys Gatso’s standard installation and maintenance practices.

2.2 Camera Installation; Camera Poles. Sensys Gatso will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by Sensys Gatso and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Sensys Gatso will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a “Camera Pole”).

2.3 24-Hour Operation. Sensys Gatso shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation (“Warning Period”).

2.4 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.5 Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a “Subsequent Notice”). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.

2.6 Equipment Maintenance and Repair. Sensys Gatso shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. Sensys Gatso shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sensys Gatso will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment. Sensys Gatso will be responsible for the power supply for the installed systems.

2.7 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer and agreed by Sensys Gatso at Customer’s expense.

3. CUSTOMER RESPONSIBILITIES

3.1 Review of Violations. Customer will provide sworn police officers, trained violation technicians or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.

3.2 Customer Infrastructure. Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide Sensys Gatso with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to Sensys Gatso.

3.3 Change Order. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice to Sensys Gatso, setting forth in reasonable detail the proposed changes (a “Change Order Notice”). Upon Sensys Gatso’s receipt of a Change Order Notice, Sensys Gatso shall deliver a written statement describing the cost, if any (the “Change Order Proposal”). The Change Order Proposal shall include (i) a detailed breakdown of the charge and any schedule impact, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City’s receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree in writing to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in this Agreement shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement provided each Party acted in good faith.

EXHIBIT A

Additional Terms and Conditions for Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more Camera Poles pursuant to Section 2.2 of this Service Attachment, the following additional terms and conditions shall apply:

- A. **Obtaining Permits.** Sensys Gatso shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sensys Gatso, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required and shall agree to waive any permit fees that would be paid to Customer which Customer is legally permitted to waiver.
- B. **Installation.** Sensys Gatso will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer.
- C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, Sensys Gatso shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

SERVICE ATTACHMENTS

Mobile Speed Enforcement Trailer

This Mobile Traffic Enforcement Trailer Service Attachment (this “Service Attachment”) is made pursuant and subject to the terms of the Master Services Agreement between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Marshalltown, Iowa (“Customer”) dated [REDACTED], 2022 (the “Agreement”). This Service Attachment is incorporated into, and governed by the terms of, the Agreement. In the event of a conflict between the terms of the Agreement and this Service Attachment, the terms of this Service Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

1. SERVICE FEES

1.1 Mobile Speed Trailer Supplied During the First Twelve (12) Months of the Agreement. For all mobile speed trailer systems operational in the 12 month period after the Effective Date of the Agreement, the Sensys Gatso fees for services under this Agreement will be invoiced based upon the number of paid violations. Sensys Gatso scope of services as provided will be calculated as follows:

- \$35 per paid violation from those captured by the mobile speed trailer.
- In addition if the Customer requests that a Third Notice be sent to the violator, the Customer shall be invoiced \$2.00 for each.

1.2 Consumer Price Index Adjustment. The Service Fees provided in Sections 1.1 of this Service Agreement may be subject to a Consumer Price Index (“CPI”) adjustment should the Annual CPI index increases 5% or more for three consecutive years of the contract term. The CPI increase, if triggered, will be adjusted by one half of the total increase in CPI for those three years as calculated by the CPI for All Urban Consumers for the region in which the Customer is located as published by the United States Department of Labor’s Bureau of Economic Statistics, or, in the event that the United States Department of Labor ceases to publish such an index, a similar index determined by Sensys Gatso.

2. SCOPE of SERVICES

2.1 Equipment. Sensys Gatso shall provide a Mobile Speed Trailer (the “Trailer”), installed with a speed enforcement unit (each a “Mobile Speed Trailer”) in accordance with Sensys Gatso’s standard installation and maintenance practices.

2.2 Images and Data Processing. Sensys Gatso will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Mobile Unit that meets the business rules provided by Customer into an electronic package accessible through the System (each a “Violation Package”). Sensys Gatso will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.3 Notices of Violation. Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, Sensys Gatso shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of

violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then Sensys Gatso will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, Sensys Gatso may send additional notices thereafter, in a form mutually agreed upon by the parties (each a "Subsequent Notice"). Sensys Gatso shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer. The Customer will grant Gatso access to those records necessary in order to meet notification requirements in issuing notices.

2.4 Equipment Maintenance. Customer agrees to transport and store the Trailer with care and at the end of the contract return to Sensys Gatso in reasonably the same condition in which it was received, except for routine wear and tear. Customer will be responsible for the charging of the batteries that power the Trailer.

2.5 Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes mobile traffic law photo-enforcement devices to enforce traffic laws. Sensys Gatso shall provide and install additional signage as requested by Customer and agreed by Sensys Gatso at Customer's expense.

3. CUSTOMER RESPONSIBILITIES

3.1 Deployment of Mobile Speed Trailer. Customer agrees to use commercially reasonable efforts to utilize the Mobile Speed Trailer for at least twenty (20) hours per week during the Term. In addition, Customer will download all violations detected by Mobile Speed Trailer in a timely manner which shall in no event exceed four (4) business days following the date of violation. In the event Customer fails to comply with the provisions of this Section 3.1 with respect to the Mobile Speed Trailer, Sensys Gatso may, at its option, remove such Mobile Speed Trailer from the Equipment provided pursuant to this Service Attachment. If, during any four (4) consecutive weeks during the Term, Customer fails to utilize each Mobile Speed Trailer for at least twenty (20) hours per week, in addition to any other remedies it may have hereunder, Sensys Gatso may, at its sole discretion, charge a Non-Usage Fee for such month or remove any such Mobile Speed Trailer that has been underutilized from the Service.

3.2 Review of Violations. Customer will provide sworn police officers, community service officers or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Agreement, will report to Sensys Gatso the basis for the rejection. Customer is solely responsible for determining which violations identified by Sensys Gatso are issued as Notices of Violation.

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR THE BOX
CULVERT PROJECT, AN INCREASE OF \$7,620.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Boulder Contracting, LLC, for the professional services for the Box Culvert Project #SMW20003; and

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

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

Section 1. That the contract Change Order #5 for the Box Culvert Project, in the increased amount of \$7,620.00 is hereby accepted and approved.

Passed this 28th 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 28, 2022
RE: SMW 20-003 Box Culvert Repair Change Order #5

Policy Issue: Policy requires change orders on projects with change orders of more than \$25,000 to be approved by City Council.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 2: Develop comprehensive plans for City infrastructure and improvements.

Recommendation: Staff recommend council provide direction as to whether to proceed with Change Order #5. Change order #5 is an option we were asked to prepare and present to Council for consideration, but not a need. Staff are okay with no approval on Change Order #5 and continuing with the project engineer's field authorized resolution with no additional project costs.

Budget Impact: If approved, this would increase the project costs \$7,620. This project is being funded through the City's Street Improvement Program with funds coming from FY22 & FY23 budgets. Revenue sources for the City's Street Improvement Program have been allocated through Fund 110 (Road Use Tax), Fund 360 (2019 GO Bond), and Fund 363 (2021 GO Bond). The City's Street Improvement Program has sufficient funds to accommodate this increase. The program will reallocate funding within our street improvement budget to cover this project increase.

Description/Background: This project was to repair deteriorated box culverts and connecting street and sidewalk infrastructure at four locations:

Nevada St (Melcher Creek)
E Boone (Melcher Creek)

Marshall Drive (Melcher Creek)
N 16th St (Braddy Creek)

Three of the locations (Nevada, Marshall, and Boone) have railings that require additional installation and/or corrective action.

During public comment at the October 24th council meeting, concerns were raised on the quality of the railing installation by a member of the public. At that time and still to this day, city engineering staff are aware that the railing installations are not finished and no acceptance of or payment for railings have been made. In total, the bid for the safety railing was bid at \$247 / linear foot which resulted in \$81,757 for all four of the box culverts. The project went through the public bid letting process.

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Jeff Schneider, Gary Thompson, Dex Walker



There was an issue with the fabricated railings fitting on these three locations when they arrived-on site. The center section (that parallels the sidewalk) was longer than what would fit and be able to be anchored on the concrete wall. The fabricated railings were based on dimensions shown on the plans that were pulled from the original box culvert drawings. In hindsight, the design engineers should have field measured the concrete headwalls and the plans should have called out for the Contractor to field measure to fit the railings. Discussions have been had with those involved to be sure to include these items in future projects.

During construction, the project engineer reviewed the issue in the field with the Contractor / Subcontractor and approved shifting the railing (away from the road) to allow the outside anchor base plates to sit on the concrete wing walls. Doing so would require modification of select base plates to prevent obstructions/protrusions and the use of supplemental brackets to attach the railing to the box culvert structures. The subcontractor installed some brackets to hold the railing in place until the remainder needed could be manufactured and used a rough-cut saw to trim some of the base plates. This was not a finished or acceptable product, but was the state of the project at the time public comment was made.

In subsequent conversations amount city staff and council, city staff were asked what it would take to adjust the center section of the railings. This change order presents that option (Option #2) for council consideration. A summary of Option #1, which is the direction the project was headed is also included for reference. Due to the possibilities of proceeding in two directions, city staff have asked the Contractor to stop work until this change order could be discussed.

Option #1 – Continue as Originally Planned

This includes the following outstanding work:

- a. Install remaining brackets. All posts and anchor base plates that are not fixed to the concrete wall will be supported by a bracket installed and anchored to the concrete.
- b. Re-cut, grind, and utilize DOT approved methods for base plate paint touch-up of powder coated material in color/sheen to match existing.
- c. Replace Grade 2 hardware with stainless steel.
- d. Provide additional holes/anchors in certain brackets.

Option #2 – Approval of Change Order #5 in the Amount of \$7,620

This includes the following outstanding work:

- a. Field fabricate modifications to the lengths of the railing sections. This will include cutting the railing sections down (while maintaining bar spacing) to bring all anchor plates on top of concrete walls. Sleeve attachments / connection pieces will be used to attached cut sections. Modifications will all be ground smooth with appropriate DOT methods for paint touch-up of powder coated material in color/sheen to match existing.
- b. Remove and replace all cut base plates with new. Base plates will be welded and utilize DOT approved methods for paint touch-up of powder coated material in color/sheet to match existing.
- c. Remove all supplemental brackets and patch concrete anchor holes.

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- d. Fasten anchor base plates to concrete wall with new hardware.
- e. Replace Grade 2 hardware with stainless steel.

The reason Option 2 work would require a monetary change order is because the direction and approved solution that was partially implemented was approved by the Project Engineer. Only rework portions of resolving this issue, such as replacing base plates and supplemental brackets are eligible for additional compensation.

For reference, pictures of the current state of the railing are shown below:



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Attachments: Change Order #5

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CHANGE ORDER NO.: 5

Owner:	City of Marshalltown	Owner's Project No.:	SMW20-003
Engineer:	City of Marshalltown	Engineer's Project No.:	SMW20-003
Contractor:	Boulder Contracting, LLC	Contractor's Project No.:	-
Project:	Box Culvert Repairs		
Contract Name:	Base Bid PLUS Change Order's 1-4		
Date Issued:	11/28/2022	Effective Date of Change Order:	11/28/2022
The Contract is modified as follows upon execution of this Change Order: Description: This change order is to have American Fence Co. retrofit the existing box culvert railings. work will include: replace cut post plates, cut rail lengths to fit culvert and weld joints as necessary. Relocated post plates to include new anchors. All cut metal to receive best match, touch up paint. Rail corrections to be performed on site as weather allows. Includes 3 sets of bridge railings on E Boone St, Marshall St, and E. Nevada St. Attachments: See attached summary			
Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 269,169.70		Substantial Completion:	September 15, 2022
		Ready for final payment:	October 15, 2022
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 4:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. 4:	
\$ 56,623.60		Substantial Completion:	30
		Ready for final payment:	30
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 325,793.30		Substantial Completion:	October 15, 2022
		Ready for final payment:	November 14, 2022
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 7,620.00		Substantial Completion:	No Change
		Ready for final payment:	April 9, 2023
		*Note final payment will be dependent on when paint touch up is completed. Dependent on weather, this might not be until spring.	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 333,413.30		Substantial Completion:	October 15, 2022
		Ready for final payment:	April 9, 2023

Recommended by Engineer		Accepted by Contractor	
By:	_____	By:	_____
Title:	Civil Engineer II	Title:	_____
Date:	_____	Date:	_____
Authorized by Owner			
By:	_____		
Title:	Mayor		
Date:	_____		

Owner: City of Marshalltown
Engineer: City of Marshalltown
Contractor: Boulder Contracting, LLC
Project: Box Culvert Repairs
Contract: Base Bid PLUS Change Order's 1-4
Change Order No.: 5

Owner's Project No.: SMW20-003
Engineer's Project No.: SMW20-003
Contractor's Project No.: -

Bid Item No.	Description	Contract Information				Work Completed		Quantity and Value of	
		Item Quantity	Units	Unit Price	Value of Bid Item	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date	Change Order Quantity	Change Order Value
Original Contract									
CO-5-1	AFC to replace cut post plates, cut rail lengths to fit culvert and weld joints as necessary. Relocated post plates to include new anchors. All cut metal to receive best match, touch up paint.	1.00	LS	-	-	-	\$0.00	1.00	\$7,620.00
Contract Totals					\$325,793.30		\$325,793.30		\$7,620.00

AMERICAN FENCE COMPANY



Omaha Lincoln Des Moines Sioux Falls Grand Island Rochester Sioux City Cedar Rapids
AmeriFence Corporation of Madison AmeriFence Corporation of Kansas City
6300 NW Beaver Dr. Johnston IA 50131 Phone: (515) 265-6100 Fax: (515) 265-6108

Transmittal

Date: November 18, 2022

From:

Tony Van de Krol
American Fence Company
6300 NW Beaver Dr.
Johnston, Iowa 50131
Ph: (515)265-6100
Email: t.vandekrol@americafence.com

To:

David Capsopoulos
Boulder Contracting
606 E 1st St.
Grundy Center, IA 50638
Ph: 641-243-3285
Email: david@bouldercontracting.net

Project: 2020 Box Culvert Replacement

Change order #1

We are transmitting the following to you:

- | | | | | |
|---|---|---|-----------------------------------|----------------------------------|
| ☐ Product Data | ☐ Samples | ☐ Shop Drawings | ☐ RFI | ☐ Plans |
| ☐ Architectural Drawings | ☐ Notification | ☐ Specifications | ☐ Prints | ☐ Addenda |
| ☐ Engineering Drawings | ☒ Change Orders | ☐ Submittals | ☐ Proposal | |
-

AFC to replace cut post plates, cut rail lengths to fit culvert and weld joints as necessary. Relocated post plates to include new anchors. All cut metal to receive best match, touch up paint. Rail corrections to be performed on site as weather allows. Includes 3 sets of bridge railings on E Boone St, Marshall St, and E. Nevada St.

Cost of change order: \$7,620.00

The work covered by this order shall be performed under the same terms and conditions as those included in the original contract. This change order will require 10 additional days to complete the original project beyond the current completion date. Any delays in approving the additional work will be the responsibility of the contractor/owner.

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE AIRPORT
HANGAR, TERMINAL AND SITE PROFESSIONAL SERVICES, AN INCREASE OF
\$12,500.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Clapsaddle-Garber Associated, Inc, for the professional services for the Airport Project #ARP19001/19002; and

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

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

Section 1. That the contract Change Order #3 for the Airport Project, in the increased amount of \$12,500.00 is hereby accepted and approved.

Passed this 28th 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: City Staff; Prepared By: Heather Thomas, Public Works Director
DATE: November 28, 2022
RE: Airport Hangar, Terminal, and Site Improvements – Engineering Amendments,
ARP 19-001/ARP 19-002 (Use ARP 19-001 for Hangar; ARP 19-002 for Terminal)

Policy Issue: Contracts in excess of \$45,000 must be approved by City Council. Amendments must be approved by City Council if the total changes increase the cost of the project by more than \$25,000 – which they have.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ 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 & Goal 3: Objective 2: Develop comprehensive plans for City infrastructure and improvements.

Recommendation: City staff, after consultation with the City Attorney, do not recommend approval of the Hangar Engineering Amendment #3 nor Terminal Engineering Amendment #4.

Budget Impact:

If one or both engineering amendments are approved, city staff would ask for council direction on whether to enforce the clause in the Construction Contract the City has with Garling Construction. The contract for construction of the Airport Hangar/Terminal with Garling Construction states:

The undersigned agrees to reimburse the Owner, by a reduction of the final payment due the Contractor, in an amount equal to the additional charges made for engineering services incurred because of continuance of the work beyond the specified completion date.

The following engineering fees are being requested by CGA for engineering services past 07/01/22. These fees requested total \$26,500.

Hangar Engineering Amendment #3

An additional \$12,500 in construction administration.

Terminal Engineering Amendment #4

An additional \$12,500 in construction administration.

An additional \$1,500 in construction observation.

CITY COUNCIL

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Jeff Schneider, Gary Thompson, Dex Walker



If Council approves the amendments and do not wish to require Garling Construction incur the additional engineering expenses, the local bond funding would be used as the funding source.

Description/Background:

Pending approval of Change Order 13, CGA has recommended and approved the following completion dates for the Airport Project in relation to the Hangar and Terminal pieces of the project.

Terminal: 5/31/22

Hangar: 6/27/22

CGA is requesting additional engineering services for work performed after 07/01/22.

Garling Construction disputes CGA's recommendation of completion dates. They believe the project completion for the Terminal and Hangar should have been extended into September. Garling Construction obtained substantial completion for these pieces of the project on:

Interior Terminal / Substantial Occupancy: 8/22/22

Hangar Occupancy / Substantial Completion: 9/27/22

City staff agree with Garling that the recommended completion dates approved with Change Order 13, do not account for all of the outside factors that caused delay on their completion of this project, some of which were a result of the design team.

Attachments:

- i. ARP19001 Airport Hangar CGA Amendment 3_PO 00961_01225 w/ previously authorized agreements attached.
- ii. ARP19002 Airport Terminal CGA Amendment 4_PO 00962 w/ previously authorized agreements attached

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CITY COUNCIL

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Jeff Schneider, Gary Thompson, Dex Walker





**AMENDMENT NO. 03
TO THE
ENGINEERING SERVICES AGREEMENT**

WHEREAS, the CITY OF MARSHALLTOWN, the *CLIENT* and *CLAPSADDLE-GARBER ASSOCIATES, INC.*, the *ENGINEER* have entered into an agreement dated June 24, 2019 for the Preliminary Design Services for the Construct Hangar Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services for the Preliminary Design Services for the Construct Hangar Improvements has been further defined for Construction Services for the project as identified in Tasks further identified below, and

WHEREAS, the *CLIENT* now desires the *ENGINEER* to proceed with and provide these services,

NOW, THEREFORE, the *CLIENT* and *ENGINEER* agree to amend the *AGREEMENT* as follows:

1. Under 3b PAYMENTS FOR PROFESSIONAL SERVICES, add the following additional compensation:

Task 13.0 Contract Administration after 7/1/22\$ 12,500.00

The total additional lump sum payment for Amendment No. 3 is \$12,500.00.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the *AGREEMENT* on this _____ day of _____, 2022.

CLIENT:

By: _____

Title: _____

ATTESTED BY:

Title: _____

ENGINEER:

By: Mark Dube

Title: President, PE, PLS

ATTESTED BY:

Theresa Stromberg-Murphy

Title: Senior Project Manager

AMENDMENT NO. 2
TO
CONSULTING SERVICES AGREEMENT

WHEREAS, the CITY OF MARSHALLTOWN, the OWNER and CLAPSADDLE-GARBER ASSOCIATES, INC., the ENGINEER have entered into an agreement dated June 24, 2019 for the Preliminary Design Services for Construct Hangar Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services has been further defined and reviewed by FAA for construction related engineering services for the Construct Hangar Improvements as identified in Tasks 6.0 thru Tasks 12.0; and

WHEREAS, the OWNER now desires the Engineer to proceed with and provide these services,

NOW, THEREFORE, the OWNER and ENGINEER agree to amend the AGREEMENT as follows:

1. Under 3c, PAYMENT FOR OTHER SERVICES, add the following additional compensation:

Other Services

Task 6.0	DBE Plan and Reports DBE Plan and.....	\$1,704.00
Task 7.0	Grant Administration.....	\$10,706.00
Task 8.0	Contract Administration.....	\$21,054.00
Task 9.0	Construction Staking.....	\$1,746.00
Task 10.0	As-Built ALP.....	\$0.00

The total additional lump sum fee payment for Other Services is \$35,210.00

2. Under 3d, PAYMENT FOR PROJECT INSPECTION SERVICES, add the following additional compensation:

Project Inspection Services

Task 11.0	Construction Observation.....	Cost Plus Fixed Fee of \$1,825.00 not to exceed total fee of \$14,097.00
Task 12.0	Construction Testing.....	Total Estimated Not to Exceed Fee \$4,529.00

The Owner shall pay the Engineer a fee for Construction Testing Services described in 1.d as Task 12.0, an amount equal to direct labor, overhead and expenses plus a fixed payment of \$134.00 not to exceed a total of \$1,028.00. In addition, the fees for services and reimbursable expenses of an independent testing laboratory employed by the Engineer for testing services are estimated at \$3,500.00, but shall be billed at actual cost.

The total not to exceed fee payment for project inspection services is estimated at \$18,626.00

The total not to exceed fee payment for Amendment No. 2 is estimated at \$ 53,836.00.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the AGREEMENT on this 9 day of June, 2020.

OWNER:

City of Marshalltown

By: [Signature]

Title: Mayor

ATTESTED BY:

[Signature]

Title: City Clerk

2020-11-6

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: [Signature]

Title: Executive Vice President

ATTESTED BY:

[Signature]

Title: Project Manager

Attachment C															
Labor Estimate - Amendment No. 2															
Construct Hangar Improvements															
Marshalltown Municipal Airport															
AIP No. 3-19-0058-016-2019 (Design) & 3-19-0058-017-2020 (Construction)															
Labor Category	LABOR HOURS								Salary Cost	1.60 Over- head	Direct Exp	0.15 Fixed Payment	Out- Side Services	TOTAL FEE	
	Principal 68.75	P. M 43.00	P. E 38.75	Av. Special 26.00	Sr. Const 36.00	Sr. Lead Surv 38.25	Surv. Tech 29.50	Sr. Admin 28.00							
BASIC SERVICES - PRELIMINARY DESIGN PHASE															
1.0 Preliminary Design															
1.1 Project Formulation									0.00	0.00	0.00	0.00		\$0.00	
1.2 Geotechnical Investigations									0.00	0.00	0.00	0.00		\$0.00	
1.3 Pavement Design Form									0.00	0.00	0.00	0.00		\$0.00	
1.4 Collect Survey and Draft Background									0.00	0.00	0.00	0.00		\$0.00	
1.5 Cover Sheet									0.00	0.00	0.00	0.00		\$0.00	
1.6 Symbols, Legend and Information Sheet									0.00	0.00	0.00	0.00		\$0.00	
1.7 Project Layout Sheet and CSPP									0.00	0.00	0.00	0.00		\$0.00	
1.8 Typical Sections and Project Details									0.00	0.00	0.00	0.00		\$0.00	
1.9 Project Quantities Sheet									0.00	0.00	0.00	0.00		\$0.00	
1.10 Site Plan									0.00	0.00	0.00	0.00		\$0.00	
1.11 Electrical and Mechanical Plan Sheets									0.00	0.00	0.00	0.00		\$0.00	
1.12 Storm Water Pollution Prevention Plan									0.00	0.00	0.00	0.00		\$0.00	
1.13 Preliminary Design Summary (30%)									0.00	0.00	0.00	0.00		\$0.00	
1.14 Design Report (90%) and Plan Review									0.00	0.00	0.00	0.00		\$0.00	
1.15 Project Manual									0.00	0.00	0.00	0.00		\$0.00	
1.16 Progress Meetings									0.00	0.00	0.00	0.00		\$0.00	
1.17 Quality Control Review									0.00	0.00	0.00	0.00		\$0.00	
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00	
OTHER SERVICES - PRELIMINARY DESIGN PHASE															
2.0 Grant Administration															
2.1 Grant Application									0.00	0.00	0.00	0.00		\$0.00	
2.2 Grant Reimbursement and Documentation									0.00	0.00	0.00	0.00		\$0.00	
2.3 Liaison With FAA									0.00	0.00	0.00	0.00		\$0.00	
2.4 Quarterly Performance Reports									0.00	0.00	0.00	0.00		\$0.00	
2.5 Sponsor Certifications									0.00	0.00	0.00	0.00		\$0.00	
2.6 Project Closeout									0.00	0.00	0.00	0.00		\$0.00	
2.7 Disadvantaged Business Enterprise (DBE) Plan									0.00	0.00	0.00	0.00		\$0.00	
2.8 DBE Monitoring and Reporting									0.00	0.00	0.00	0.00		\$0.00	
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00	

Attachment C
Labor Estimate - Amendment No. 2
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016-2019 (Design) & 3-19-0058-017-2020 (Construction)

Labor Category	LABOR HOURS								Salary Cost	1.60 Over- head	Direct Exp	0.15 Fixed Payment	Out- Side Services	TOTAL FEE
	Principal 68.75	P.M. 43.00	P.E. 38.75	Av. Special 26.00	Sr. Const 36.00	Sr. Lead Surv. 38.25	Surv. Tech 29.50	Sr. Admin 28.00						
BASIC SERVICES-FINAL DESIGN & CONSTRUCTION PHASE														
3.0 Final Design														
3.1 Construction Plans									0.00	0.00	0.00	0.00		\$0.00
3.2 Project Manual									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
4.0 Bid Letting														
4.1 Advertising and Queries									0.00	0.00	0.00	0.00		\$0.00
4.2 Bid Opening and Award									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
5.0 Distribution of Plans and Specifications														
5.1 Distribution of Plans and Specifications									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
OTHER SERVICES-FINAL DESIGN														
6.0 DBE Plan and Reports														
6.1 Deadantaged Business Enterprise (DBE) Plan		2		8					294.00	470.40	0.00	114.66		\$879.06
6.2 DBE Monitoring and Reporting		4		4					276.00	441.60	0.00	107.64		\$825.24
PHASE TOTAL	0	6	0	12	0	0	0	0	570.00	912.00	0.00	222.30	0.00	\$1,704.30
7.0 Grant Administration														
7.1 Grant Application	1	4		6				2	452.75	724.40	0.00	176.57		\$1,353.72
7.2 Grant Reimbursement and Documentation	8	2						16	1,084.00	1,734.40	0.00	422.76		\$3,241.16
7.3 Liaison With FAA	4	10							705.00	1,128.00	0.00	274.95		\$2,107.95
7.4 Quarterly Performance Reports	1	4		8					448.75	718.00	0.00	175.01		\$1,341.76
7.5 Sponsor Certifications		1		4					147.00	235.20	0.00	57.33		\$439.53
7.6 Project Closeout		4	4	16					743.00	1,188.80	0.00	289.77		\$2,221.57
PHASE TOTAL	14	25	4	34	0	0	0	18	3,580.50	5,728.80	0.00	1,396.40	0.00	10,705.70

Attachment C															
Labor Estimate - Amendment No. 2															
Construct Hangar Improvements															
Marshalltown Municipal Airport															
AIP No. 3-19-0058-016-2019 (Design) & 3-19-0058-017-2020 (Construction)															
Labor Category	LABOR HOURS								Salary Cost	1.60 Over-head	Direct Exp	0.15 Fixed Payment	Out-Side Services	TOTAL FEE	
	Principal	P M	P E	Av. Special	Sr. Const	Sr. Lead Surv	Surv. Tech	Sr. Admin							
	68.75	43.00	38.75	26.00	36.00	38.25	29.50	28.00							
8.0 Contract Administration															
8.1 Preconstruction Conference		4							172.00	275.20	6.50	67.08		\$520.78	
8.2 Payroll Transcripts		2						2	142.00	227.20	0.00	55.38		\$424.58	
8.3 Submittal Reviews and Coordination		8	20					8	1,343.00	2,148.80	0.00	523.77		\$4,015.57	
8.4 Construction Progress Payments		8						6	512.00	819.20	0.00	199.68		\$1,530.88	
8.5 Visits to the Site	4	8							619.00	990.40	19.50	241.41		\$1,870.31	
8.6 Engineering Administration		10							430.00	688.00	0.00	167.70	8,060.00	\$9,345.70	
8.7 Change Orders									0.00	0.00	0.00	0.00		\$0.00	
8.8 Engineer's Statement of Completion		4						2	228.00	364.80	0.00	88.92		\$681.72	
8.9 Record Drawings		1	4						198.00	316.80	0.00	77.22		\$592.02	
8.10 Final Quantity & Testing Results Report		2	6						318.50	509.60	0.00	124.22		\$952.32	
8.11 Construction Observation Program									0.00	0.00	0.00	0.00		\$0.00	
8.12 Construction Progress and Inspection Report		2	6					2	374.50	599.20	0.00	146.06		\$1,119.76	
PHASE TOTAL	4	49	36	0	0	0	0	20	4,337.00	6,939.20	26.00	1,691.43	8,060.00	\$21,053.63	
9.0 Construction Staking															
9.1 Construction Staking			1			8	8		580.75	929.20	10.00	226.49		\$1,746.44	
PHASE TOTAL	0	0	1	0	0	8	8	0	580.75	929.20	10.00	226.49	0.00	\$1,746.44	
10.0 As-Built ALP															
10.1 As-Built ALP - Not Included									0.00	0.00	0.00	0.00		\$0.00	
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00	
PROJECT INSPECTION SERVICES															
11.1 Construction Observation															
11.1 Resident Observation					130				4,680.00	7,488.00	104.00	1,825.20		\$14,097.20	
PHASE TOTAL	0	0	0	0	130	0	0	0	4,680.00	7,488.00	104.00	1,825.20	0.00	\$14,097.20	
12.0 Construction Testing															
12.1 Laboratory and Field Testing		4							172.00	275.20	0.00	67.08	3,500.00	\$4,014.28	
12.2 Manufactured Materials Testing		4							172.00	275.20	0.00	67.08		\$514.28	
PHASE TOTAL	0	8	0	0	0	0	0	0	344.00	550.40	0.00	134.16	3,500.00	\$4,528.56	
PROJECT TOTALS - AMENDMENT NO.2	18	88	41	46	130	8	8	38	14,092.25	22,547.60	140.00	5,495.98	11,560.00	\$53,835.83	

Initial Direct Expense and Subcontracting Expense Summary

Direct Expenses	Quantity	Unit	Rate	Subtotal
Mileage - Survey Vehicle	10	Mile	\$1.00	\$10.00
Mileage - Personal Vehicle	200	Mile	\$0.65	\$130.00
Lodging	0	Day	\$90.00	\$0.00
Subsistence Per Diem - Travel Day	0	Day	\$20.00	\$0.00
Subsistence Per Diem - Non Travel Day	0	Day	\$30.00	\$0.00
Survey Equipment Fees	0	Hourly	\$25.00	\$0.00
Printing		Cost Plus	\$0.00	\$0.00
Subcontracting Expenses	Contract Value	Contract Type	Prime Fixed Fee	Subtotal
Subconsultant No.1 - Team Services	\$3,500.00	Cost-Plus		\$3,500.00
Subconsultant No.2 - UL Verification Services	\$8,060.00	Cost-Plus		\$8,060.00

Total Initial Direct Expenses and Subcontracting Expense Summary

\$11,700.00

Direct Expenses:

Personal Vehicle Mileage: \$0.65 per Mile
Survey Vehicle Mileage: \$1.00 per Mile
Round Trip - 10 miles

Subconsultants:

TEAM Services - Construction Testing
UL Verification Services - Electrical and Mechanical Design

Survey Equipment: \$25 per hour
Per Diem (Meals & Misc.): \$20 travel day and \$30 Non-travel day
Hotel Cost: \$90 per overnight
Overhead Rate = 1.60
Profit = 15%

Staff Abbreviations:

Principal = Principal
P.M. = Project Manager
P.E. = Project Engineer
Av. Special = Aviation Specialist
Sr. Lead Surv. = Sr. Lead Surveyor
Surv. Tech = Surveyor Technician
Sr. Admin. = Sr. Administrative Assistant
Sr. Const = Sr. Construction Technician

AMENDMENT NO. 1
TO
CONSULTING SERVICES AGREEMENT

WHEREAS, the CITY OF MARSHALLTOWN, the OWNER and CLAPSADDLE-GARBER ASSOCIATES, INC., the ENGINEER have entered into an agreement dated June 24, 2019 for the Preliminary Design Services for Construct Hangar Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services has been further defined and reviewed by FAA for Final Design and Bidding Services for the Construct Hangar Improvements as identified in Tasks 3.0 thru Tasks 5.0; and

WHEREAS, the OWNER now desires the Engineer to proceed with and provide these services,

NOW, THEREFORE, the OWNER and ENGINEER agree to amend the AGREEMENT as follows:

1. Under 3b, PAYMENT FOR BASIC SERVICES, add the following additional compensation:

Basic Services

Task 3.0	Final Design.....	\$ 9,693.00
Task 4.0	Bid Letting.....	\$ 3,370.00
Task 5.0	Distribution of Plans and Specifications.....	\$ 1,927.00

The total additional lump sum fee payment under basic services for the Construct Hangar Improvements is \$14,990.00.

The total additional lump sum fee payment for Amendment No. 1 is \$ 14,990.00.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the AGREEMENT on this 24 day of February, 2020.

OWNER:

City of Marshalltown

By: Joel Greer

Title: Mayor

ATTESTED BY:

Shari L. Coughenour

Title: City Clerk

2019-133

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: Michael C. Beards

Title: Executive Vice President

ATTESTED BY:

J. L. G. [Signature]

Title: Project Manager

Attachment C														
Labor Estimate - Amendment No. 1														
Construct Hangar Improvements														
Marshalltown Municipal Airport														
AIP No. 3-19-0058-018-2019 (Design) & 3-19-0058-017-2020 (Construction)														
Labor Category	LABOR HOURS								Salary Cost	1.60 Over-head	Direct Exp.	0.15 Fixed Payment	Out-Side Services	TOTAL FEE
	Principal	P.M.	P.E.	Av. Special	Sr. Const.	Sr. Lead Surv.	Surv. Tech.	Sr. Admin.						
	68.75	43.00	36.75	26.00	36.00	38.25	29.50	28.00						
BASIC SERVICES - PRELIMINARY DESIGN PHASE														
1.0 Preliminary Design														
1.1 Project Formulation									0.00	0.00	0.00	0.00		\$0.00
1.2 Geotechnical Investigations									0.00	0.00	0.00	0.00		\$0.00
1.3 Pavement Design Form									0.00	0.00	0.00	0.00		\$0.00
1.4 Collect Survey and Draft Background									0.00	0.00	0.00	0.00		\$0.00
1.5 Cover Sheet									0.00	0.00	0.00	0.00		\$0.00
1.6 Symbols, Legend and Information Sheet									0.00	0.00	0.00	0.00		\$0.00
1.7 Project Layout Sheet and CSPP									0.00	0.00	0.00	0.00		\$0.00
1.8 Typical Sections and Project Details									0.00	0.00	0.00	0.00		\$0.00
1.9 Project Quantities Sheet									0.00	0.00	0.00	0.00		\$0.00
1.10 Site Plan									0.00	0.00	0.00	0.00		\$0.00
1.11 Electrical and Mechanical Plan Sheets									0.00	0.00	0.00	0.00		\$0.00
1.12 Storm Water Pollution Prevention Plan									0.00	0.00	0.00	0.00		\$0.00
1.13 Preliminary Design Summary (30%)									0.00	0.00	0.00	0.00		\$0.00
1.14 Design Report (90%) and Plan Review									0.00	0.00	0.00	0.00		\$0.00
1.15 Project Manual									0.00	0.00	0.00	0.00		\$0.00
1.16 Progress Meetings									0.00	0.00	0.00	0.00		\$0.00
1.17 Quality Control Review									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
OTHER SERVICES - PRELIMINARY DESIGN PHASE														
2.0 Grant Administration														
2.1 Grant Application									0.00	0.00	0.00	0.00		\$0.00
2.2 Grant Reimbursement and Documentation									0.00	0.00	0.00	0.00		\$0.00
2.3 Liaison With FAA									0.00	0.00	0.00	0.00		\$0.00
2.4 Quarterly Performance Reports									0.00	0.00	0.00	0.00		\$0.00
2.5 Sponsor Certifications									0.00	0.00	0.00	0.00		\$0.00
2.6 Project Closeout									0.00	0.00	0.00	0.00		\$0.00
2.7 Disadvantaged Business Enterprise (DBE) Plan									0.00	0.00	0.00	0.00		\$0.00
2.8 DBE Monitoring and Reporting									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00

Attachment C Labor Estimate - Amendment No. 1 Construct Hangar Improvements Marshalltown Municipal Airport AIP No. 3-19-0058-016-2019 (Design) & 3-19-0058-017-2020 (Construction)														
Labor Category	LABOR HOURS								Salary Cost	1.60 Over- head	Direct Exp.	0.15 Fixed Payment	Out- Side Services	TOTAL FEE
	Principal 68.75	P.M. 43.00	P.E. 38.75	Av. Special 26.00	Sr. Const 36.00	Sr. Lead Surv 38.25	Surv. Tech 29.50	Sr. Admin 28.00						
BASIC SERVICES-FINAL DESIGN & CONSTRUCTION PHASE														
3.0 Final Design														
3.1 Construction Plans	2	8	16						1,101.50	1,762.40	0.00	429.59	4,960.00	\$8,253.49
3.2 Project Manual	2	8							481.50	770.40	0.00	187.79		\$1,439.69
PHASE TOTAL	4	16	16	0	0	0	0	0	1,583.00	2,532.80	0.00	617.37	4,960.00	9,693.17
4.0 Bid Letting														
4.1 Advertising and Quotes	2	8						8	705.50	1,128.80	0.00	275.15		\$2,109.45
4.2 Bid Opening and Award	2	4						4	421.50	674.40	0.00	164.39		\$1,260.29
PHASE TOTAL	4	12	0	0	0	0	0	12	1,127.00	1,803.20	0.00	439.53	0.00	\$3,369.73
5.0 Distribution of Plans and Specifications														
5.1 Distribution of Plans and Specifications		2						8	310.00	496.00	1,000.00	120.90		\$1,926.90
PHASE TOTAL	0	2	0	0	0	0	0	8	310.00	496.00	1,000.00	120.90	0.00	\$1,926.90
OTHER SERVICES-FINAL DESIGN*														
6.0 DBE Plan and Reports*														
6.1 Disadvantaged Business Enterprise (DBE) Plan*									0.00	0.00	0.00	0.00		\$0.00
6.2 DBE Monitoring and Reporting*									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment														
7.0 Grant Administration*														
7.1 Grant Application*									0.00	0.00	0.00	0.00		\$0.00
7.2 Grant Reimbursement and Documentation*									0.00	0.00	0.00	0.00		\$0.00
7.3 Liaison With FAA*									0.00	0.00	0.00	0.00		\$0.00
7.4 Quarterly Performance Reports*									0.00	0.00	0.00	0.00		\$0.00
7.5 Sponsor Certifications*									0.00	0.00	0.00	0.00		\$0.00
7.6 Project Closeout*									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment														

Attachment C														
Labor Estimate - Amendment No. 1														
Construct Hangar Improvements														
Marshalltown Municipal Airport														
AIP No. 3-19-0058-016-2019 (Design) & 3-19-0058-017-2020 (Construction)														
Labor Category	LABOR HOURS								Salary Cost	1.60 Over-head	Direct Exp.	0.15 Fixed Payment	Out-Side Services	TOTAL FEE
	Principal	P.M.	P.E.	Av. Special	Sr. Const	Sr. Lead Surv.	Surv. Tech	Sr. Admin						
68.75	43.00	38.75	28.00	36.00	38.25	29.50	28.00							
8.0 Contract Administration*														
8.1 Preconstruction Conference*									0.00	0.00	0.00	0.00		\$0.00
8.2 Payroll Transcripts*									0.00	0.00	0.00	0.00		\$0.00
8.3 Submittal Reviews and Coordination*									0.00	0.00	0.00	0.00		\$0.00
8.4 Construction Progress Payments*									0.00	0.00	0.00	0.00		\$0.00
8.5 Visits to the Site*									0.00	0.00	0.00	0.00		\$0.00
8.6 Engineering Administration*									0.00	0.00	0.00	0.00		\$0.00
8.7 Change Orders*									0.00	0.00	0.00	0.00		\$0.00
8.8 Engineer's Statement of Completion*									0.00	0.00	0.00	0.00		\$0.00
8.9 Record Drawings*									0.00	0.00	0.00	0.00		\$0.00
8.10 Final Quantity & Testing Results Report*									0.00	0.00	0.00	0.00		\$0.00
8.11 Construction Observation Program*									0.00	0.00	0.00	0.00		\$0.00
8.12 Construction Progress and Inspection Report*									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment														
9.0 Construction Staking*														
9.1 Construction Staking*									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment														
10.0 As-Built ALP*														
10.1 As-Built ALP*									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment														
PROJECT INSPECTION SERVICES*														
11.1 Construction Observation*														
11.1 Resident Observation*									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment														
12.0 Construction Testing*														
12.1 Laboratory and Field Testing*									0.00	0.00	0.00	0.00		\$0.00
12.2 Manufactured Materials Testing*									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment														
PROJECT TOTALS - AMENDMENT NO.1	8	30	16	0	0	0	0	20	3,020.00	4,832.00	1,000.00	1,177.80	4,960.00	\$14,989.80

Initial Direct Expense and Subcontracting Expense Summary

Direct Expenses	Quantity	Unit	Rate	Subtotal
Mileage - Survey Vehicle	0	Mile	\$1.00	\$0.00
Mileage - Personal Vehicle	0	Mile	\$0.65	\$0.00
Lodging	0	Day	\$90.00	\$0.00
Subsistence Per Diem - Travel Day	0	Day	\$20.00	\$0.00
Subsistence Per Diem - Non Travel Day	0	Day	\$30.00	\$0.00
Survey Equipment Fees	0	Hourly	\$25.00	\$0.00
Printing		Cost Plus	\$1,000.00	\$1,000.00
Subcontracting Expenses	Contract Value	Contract Type	Prime Fixed Fee	Subtotal
Subconsultant No.1 - Team Services	\$0.00	Cost-Plus		\$0.00
Subconsultant No.2 - UL Verification Services	\$4,960.00	Cost-Plus		\$4,960.00

Total Initial Direct Expenses and Subcontracting Expense Summary

\$5,960.00

Direct Expenses:

Personal Vehicle Mileage: \$0.65 per Mile
Survey Vehicle Mileage: \$1.00 per Mile
Round Trip ~ 10 miles

Subconsultants:

TEAM Services - Construction Testing
UL Verification Services - Electrical and Mechanical Design

Survey Equipment: \$25 per hour
Per Diem (Meals & Misc.): \$20 travel day and \$30 Non-travel day
Hotel Cost: \$90 per overnight
Overhead Rate = 1.60
Profit = 15%

Staff Abbreviations:

Principal = Principal
P.M. = Project Manager
P.E. = Project Engineer
Av. Special = Aviation Specialist

Sr. Lead Surv. = Sr. Lead Surveyor
Surv. Tech = Surveyor Technician
Sr. Admin. = Sr. Administrative Assistant
Sr. Const = Sr. Construction Technician

Engineering Services Agreement



This AGREEMENT made as of the ____ day of _____, 2019, by and between the CITY OF MARSHALLTOWN, IOWA by and through the CITY OF MARSHALLTOWN hereinafter called the OWNER or SPONSOR, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to construct the Construct Hangar Improvements at the Marshalltown Municipal Airport in accordance with FAA standards.

WHEREAS, the OWNER anticipates a grant for said improvements from the Federal Aviation Administration, and the OWNER desires the ENGINEER to proceed with the preliminary design services necessary to accomplish the improvements. The work shall hereinafter be called the PROJECT.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.

- a. GENERAL: The Engineer has reviewed the site of the project and the engineering services involved, and the Engineer shall serve as the Owner's professional representative in the services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Owner harmless and indemnify Owner from any and all such claims.

- b. BASIC SERVICES: Under the Basic Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 1.0 Preliminary Design
Task 3.0 Final Design*
Task 4.0 Bid Letting*

Task 5.0 Distribution of Plans and Specifications*

*will be added by amendment

- c. OTHER SERVICES: Under the Other Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 2.0 Grant Administration – Preliminary Design Phase

Task 6.0 DBE Plan and Reports*

Task 7.0 Grant Administration*

Task 8.0 Contract Administration*

Task 9.0 Construction Staking*

Task 10.0 As-Built ALP*

*will be added by amendment

- d. PROJECT INSPECTION SERVICES: Under Project Inspection Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 11.0 Construction Observation*

Task 12.0 Construction Testing*

*will be added by amendment

- e. ADDITIONAL SPECIAL SERVICES: When requested in writing by the Owner, the Engineer shall perform such extraordinary services not normally considered a part of the design or construction phase engineering.

- (1) Revision of Approved Plans: When requested, the Engineer shall revise plans and/or specifications, contract documents, etc. when such changes or revisions are not occasioned by fault of the Engineer and such original documents, plans, specifications, etc. have been prepared in accordance with the Owner's approval, acceptance or instructions.
- (2) Readvertising for Bidders: The service required when the Owner readvertises for construction bidders not occasioned by fault of the Engineer shall be extra services.
- (3) Extra Construction Engineering: Such services occasioned through no fault of the Engineer such as caused by Contractor's default for any reason, damage to the construction caused by an Act of God, and construction supervision over an extended period beyond the completion date shall be considered extra services.
- (4) Inspection After Final Acceptance: Such services requested after the Owner has accepted the Engineer's Statement of Completion shall be considered extra services.

- (5) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing engineering services and are considered extra services.
- (6) Litigation: Engineering services for court testimony, should the Owner require the Engineer to appear as an expert witness, plus preparation time, are extra services.
- f. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The following schedule is anticipated:

Engineering Contract Executed.....	June 24, 2019
Submit FAA Grant Application for Preliminary Design Phase.....	June 24, 2019
Submittal of Preliminary (30%) Design Report.....	November 22, 2019
Completion of Preliminary Design & 90% Plans and Specifications.....	February 14, 2020

This schedule is subject to FAA and Owner turnaround time for reviews and responses. The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside-influences beyond the Engineer's control.

- 2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:
 - a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
 - b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
 - c. LEGAL REQUIREMENTS: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. GENERAL

- (1) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- (2) Payments to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of one-and-one-half (1.5) percent of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

b. PAYMENTS FOR BASIC SERVICES: The Owner shall pay the Engineer for the basic services described in 1.b., a Lump Sum Fee in accordance with the following.

Task 1.0 Preliminary Design.....	\$51,132.00
Task 3.0 Final Design	\$ xxxx*
Task 4.0 Bid Letting	\$ xxxx*
Task 5.0 Distribution of Plans and Specifications	\$ xxxx*
*will be added by amendment	

The initial total Lump Sum Fee for Basic Services is \$51,132.00.

c. PAYMENTS FOR OTHER SERVICES: The Owner shall pay the Engineer for other services described in 1.c., a Lump Sum Fee in accordance with the following:

Task 2.0 Grant Administration – Preliminary Design Phase	\$8,326.00
Task 6.0 DBE Plan and Reports.....	\$ xxxx*
Task 7.0 Grant Administration.....	\$ xxxx*
Task 8.0 Contract Administration	\$ xxxx*
Task 9.0 Construction Staking	\$ xxxx*
Task 10.0 As-Built ALP.....	\$ xxxx*
*will be added by amendment	

The initial total Lump Sum Fee payment for Other Services is \$8,326.00.

d. PAYMENTS FOR PROJECT INSPECTION SERVICES: The Owner shall pay the Engineer a fee for Construction Observation services described in 1.d. as Task 11.0, Cost-Plus-Fixed-Fee of \$ xxxx* Not-To-Exceed a total fee of \$ xxxx*.

The Owner shall pay the Engineer for Construction Testing described in 1.d., as Task 12.0, an amount equal to direct labor, overhead and expenses plus a fixed payment of \$ xxxx* not to exceed a total of \$ xxxx*. In addition, the fees for services and reimbursable expenses of an independent testing laboratory employed by the Engineer for testing services are estimated at \$ xxxx*, but shall be billed at actual cost.

The estimated not-to-exceed fee payment for Project Inspection Services is \$xxxx*.

*will be added by amendment

- e. PAYMENTS FOR ADDITIONAL SPECIAL SERVICES: For additional services defined in 1.e., the Owner shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments will be due and payable from monthly billings should they be required for the project.

- f. SUMMARY OF FEES: The total compensation under this Agreement is summarized as follows:

Service	Tasks	Compensation	Fee Type
Basic Services	1.0	\$51,132.00	Lump Sum
Other Services	2.0	\$8,326.00	Lump Sum
Basic Service	3.0-5.0	*	Lump Sum
Other Services	6.0 – 10.0	*	Lump Sum
Construction Services – Inspection & Testing	11.0-12.0	*	Estimated Cost Plus A Fixed Fee Not To Exceed
Initial Total Compensation		\$59,458.00	

*will be added by amendment

4. THE OWNER AND ENGINEER FURTHER AGREE to the Federal Provisions contained in Attachment D.
5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

6. **ATTACHMENTS:** The following attachments are included as part of this Agreement.

- Attachment A - Scope of Engineering Services
- Attachment B - Certification of Engineer
- Attachment C - Labor Estimate
- Attachment D - Federal Provisions

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

City of Marshalltown

By: Paul Greer

Title: Mayor

ATTESTED BY:

Shari Loughness

Title: City Clerk

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: Michael C. Benke

Title: Executive Vice President

ATTESTED BY:

John G. Blythe

Title: Project Manager

2019-139

Attachment A
Scope of Engineering Services
For
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016-2019

This project provides for Construct Hangar Improvements at the Marshalltown Municipal Airport.

BASIC SERVICES – PRELIMINARY DESIGN PHASE

Task 1.0 - Preliminary Design

- 1.1 Project Formulation. Project formulation provides for project conceptualization, preliminary estimate preparation, predesign conference and related administration associated with formulation of this project. CGA will provide agenda and minutes for the predesign meeting.
- 1.2 Geotechnical Investigations. Preliminary geotechnical investigations will be provided by TEAM Services as a subconsultant to Engineer. The investigation will include subsurface exploration and geotechnical report with recommendations concerning the design and construction of foundations, floor slab and approach pavement.
- 1.3 Pavement Design Form. A FAA Form 5100-1 Airport Pavement Design Form will be provided to document the proposed pavement section for the approach pavement.
- 1.4 Collect Survey and Draft Background. Survey data for the project area will be collected using electronic and field observation collection techniques. This data will then be analyzed, downloaded and drafted in the office to provide a background CAD drawing for preparation of project plans.
- 1.5 Cover Sheet. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certification. Additionally the cover sheet shall include FAA design standards such as RDC, TDG and critical design aircraft.
- 1.6 Symbols, Legend and Information Sheet. This sheet shall contain symbols used throughout the plan set, project bench mark descriptions, and a tabulation of horizontal control points.
- 1.7 Project Layout Sheet and Construction Safety and Phasing Plan. Provide a drawing depicting the general layout of the project and denote the contractor's access, assembly/storage areas, traffic control, and related notes. For temporary construction

items (such as the contractor's staging area, access road, and equipment) and the permanent runway, the Engineer shall prepare and submit FAA 7460-1 Forms electronically through the FAA's OE/AAA website. The FAA shall conduct an aeronautical study of the temporary and permanent points. Engineer shall coordinate points with FAA prior to submission. We will prepare a Construction Safety and Phasing Plan (CSPP) in general conformance with the requirements of Advisory Circular 150/5370-2G Operational Safety on Airports during Construction. The Contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities.

- 1.8 Typical Sections and Pavement Project Details. Project details and typical sections for the proposed project improvements will be depicted.
- 1.9 Project Quantities Sheet. The project quantities sheet will include identification of project bid items, specification references, plan quantities and a location to tabulate final quantities as part of the record drawings. In addition, any special reference notes for the bid items will be included.
- 1.10 Site Plan. Prepare site plan sheet to show project dimensions, elevations, existing utilities, paving grades, and storm drainage for the proposed improvements.
- 1.11 Electrical/Mechanical Sheets – Prepare Electrical and Mechanical sheets to detail the electrical and mechanical components of the project. Electrical and Mechanical engineering design for the storage building will be provided by UL Verification Services as a subconsultant to Engineer.
- 1.12 Storm Water Pollution Prevention Plan. Prepare a storm water pollution prevention plan in accordance with Iowa Department of Natural Resources NPDES general permit number 2.
- 1.13 Preliminary Design Summary (30%). A 30% preliminary design summary will be prepared and will include the following items:
 - Geotechnical Investigations performed under task 1.2.
 - Mechanical systems
 - Utilities
 - Drainage considerations
 - Project Schedule
 - Preliminary Opinion of Probable Construction Cost
- 1.14 Design Report (90%) and Plan Review. A design report in general accordance with AIP Sponsor Guide, Section 920 will be prepared discussing design aspects of the project. We will submit one (1) set each 90% complete plans and project manual as well as engineering report to FAA and the Owner for review. We will also update and submit an Engineer's Opinion of Probable Construction Cost and the Preliminary Project Budget based on the 90% plans to the FAA and Owner for review and

comment.

- 1.15 Project Manual. A project manual will be prepared that includes Contract Documents (notice of hearing and letting, contractor's proposal, form of contract, bid bond, performance and payment bond, insurance requirements, wage and labor requirements, and equal employment opportunity requirements), General Conditions of the Contract, Special Conditions of the Contract, Detailed Specifications, the CSPP and applicable Advisory Circulars. FAA AC 150/5370-10H along with related changes, Central Region modifications and an applicable Modification of Standards will be utilized for the reference specifications.
- 1.16 Progress Meetings. Up to three (3) meetings with the Owner or the Owner's representatives will be held at the airport to obtain input and to coordinate the design process and decisions. An agenda and minutes will be provided by Engineer.
- 1.17 Quality Control Review. Provide an internal quality control review of the plans and specifications, incorporate those comments prior to 90% plan submittal to FAA and Owner, and prepare a quality control review letter as required by FAA.

OTHER SERVICES- PRELIMINARY DESIGN PHASE

Task 2.0 – Grant Administration-Preliminary Design Phase

- 2.1 Grant Application-Preliminary Design. After execution of the Preliminary Design ESA, CGA will prepare the grant application, including summary of project costs, and coordinate City's execution and submittals to the FAA.
- 2.2 Grant Reimbursement and Documentation-Preliminary Design. CGA will keep track of all project costs and prepare for the Owner's execution and submittal to FAA monthly grant reimbursement requests using the on-line DELPHI e-Invoicing system. In addition, CGA will prepare SF271 and SF425 forms on an annual basis and upon project completion.
- 2.3 Liaison With FAA-Preliminary Design. CGA will provide communication and correspondence with the FAA for the purpose of administration of the grant agreement. CGA will provide consultation and advice to the Owner during the progress of the project.
- 2.4 Quarterly Performance Report-Preliminary Design. Project progress will be monitored and reported using the FAA Quarterly Performance Report forms.
- 2.5 Sponsor Certifications- Preliminary Design. CGA will prepare and coordinate the Owner's required certifications for the project. This shall include Selection of Consultants.

- 2.6 Project Closeout-Preliminary Design. At the conclusion of the preliminary design, final close out documentation shall be provided to the FAA within 90 days of the final payment date in accordance with FAA ACE AIP Sponsor Guide No 1610 – Development Project Closeout.
- 2.7 Disadvantaged Business Enterprise (DBE) Plan. A 3-year DBE plan has been previously prepared and approved by FAA for the Marshalltown Municipal Airport. Since the anticipated project cost for the preliminary design portion of the project are expected to be less than the \$250,000 threshold, a project specific contract goal will not established for this project.
- 2.8 DBE Monitoring and Reporting. The following activities will be provided to monitor and report on DBE participation for the Project:
- Evaluate documentation to be submitted by the low bidder indicating DBE participation or good faith effort.
 - Prepare and submit Uniform Report of DBE Awards or Commitments and Payments using the FAA DBE Connect Reporting system. Two submittals are planned for this project.

BASIC SERVICES – FINAL DESIGN AND CONSTRUCTION PHASE*

Task 3.0 - Final Design*

- 3.1 Construction Plans*. This phase will involve completion of remaining construction plan details, along with addressing comments from FAA and City of Marshalltown review from 90% plans.
- 3.2 Project Manual*. CGA will complete the project manual to include any revisions or additions as a result of the 90% plan review. CGA will also complete the Notice of Hearing and Letting to including scheduled date and time for the hearing on the plans, specifications, form of contract and estimate of cost and the scheduled date and time for the opening of bids.

Copies of submittals are anticipated to be as follows:

	30% Submittals				90% Submittals				For Bid (100%) Submittal		
	Plans		Spec. Book	Eng. Report	Plans		Spec. Book	Eng. Report	Plans		Spec. Book.
	Full	Half			Full	Half			Full	Half	
Sponsor				1		1	1	1		1	1
FAA				E		E	E	E		E	E
Engineer				E		1	1	1		1	1
Total	0	0	0	2	0	2	E	2		2	2

* E – Denotes PDFs Copies (All copies will be PDF unless otherwise requested)

– Denotes Paper Copies

*will be added by amendment

Task 4.0 – Bid Letting*

- 4.1 Advertising and Queries*. CGA will assist the City of Marshalltown in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, CGA will answer contractors' questions and issue any addenda required during the bidding period.
- 4.2 Bid Opening and Award*. CGA will assist the City of Marshalltown in securing and opening of bid proposals. CGA will attend the bid opening, provide tabulation and analysis of bids, and coordinate with and secure FAA Airports Division concurrence in the award of construction contract. After receiving the concurrence, CGA will attend Council Meeting for consideration of award, as requested, and assist the City of Marshalltown in preparing signatory copies of the construction contract.

*will be added by amendment

Task 5.0 – Distribution of Plans and Specifications*

- 5.1 Distribution of Plans and Specifications*. CGA will print and distribute paper copies of the project's contract documents to prospective bidders, subcontractor suppliers and contractor plan room services as provided for under the laws of the State of Iowa.

*will be added by amendment

OTHER SERVICES – FINAL DESIGN AND CONSTRUCTION PHASE*

Task 6.0 - DBE Plan and Reports*

- 6.1 Disadvantaged Business Enterprise (DBE) Plan*. A 3-year DBE plan has been previously prepared and approved by FAA for the Marshalltown Municipal Airport. Since the anticipated project cost for the final design and construction portion of the project are expected to exceed \$250,000 a project specific contract goal will also be established for this project.
- 6.2 DBE Monitoring and Reporting*. The following activities will be provided to monitor and report on DBE participation for the Project:
 - c. Evaluate documentation to be submitted by the low bidder indicating DBE participation or good faith effort.

- d. Prepare and submit Uniform Report of DBE Awards or Commitments and Payments using the FAA DBE Connect Reporting system. Two submittals are planned for this project.

*will be added by amendment

Task 7.0 – Grant Administration-Construction Phase*

- 7.1 Grant Application*. After the bid letting, CGA will prepare the grant application, including updated summary of project costs, and coordinate City's execution and submittals to the FAA.
- 7.2 Grant Reimbursement and Documentation*. CGA will keep track of all project costs and prepare for the Owner's execution and submittal to FAA monthly grant reimbursement requests using the on-line DELPHI e-Invoicing system. In addition, CGA will prepare SF271 and SF425 forms on an annual basis and upon project completion.
- 7.3 Liaison With FAA*. CGA will provide communication and correspondence with the FAA for the purpose of administration of the grant agreement. CGA will provide consultation and advice to the Owner during the progress of the project.
- 7.4 Quarterly Performance Report*. Project progress will be monitored and reported using the FAA Quarterly Performance Report forms.
- 7.5 Sponsor Certifications*. CGA will prepare and coordinate the Owner's required certifications for the project. This shall include Selection of Consultants, Equipment/Construction Contracts, Construction Project Final Acceptance, Project Plans and Specifications, Drug-Free Workplace and Conflict of Interest.
- 7.6 Project Closeout*. At the conclusion of the project, final close out documentation shall be provided to the FAA within 90 days of the final payment date in accordance with FAA ACE AIP Sponsor Guide No 1610 – Development Project Closeout.

*will be added by amendment

Task 8.0 - Contract Administration*

- 8.1 Preconstruction Conference*. CGA will prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Airport Authorities, Owner and the FAA to establish construction schedules, coordinate subcontractors, and establish communications. After the meeting CGA will prepare and distribute minutes of the conference.

- 8.2 Payroll Transcripts*. Weekly payroll transcripts will be collected from all prime and subcontractors. The transcripts will be compared to the current Department of Labor Wage Decision. Original copies of the payroll transcripts will be provided to the Owner at the end of the job or as requested.
- 8.3 Submittal Reviews and Coordination*. The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the plans and specifications by the Project Engineer.
- 8.4 Construction Progress Payments*. Monthly payments will be made by the Owner to the prime contractor for the construction work. CGA will prepare tabulations of the construction quantities satisfactorily completed and their related costs and CGA will make a recommendation for payment in accordance with the construction contract.
- 8.5 Visits to the Site*. A Professional Engineer will make periodic visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visits, CGA will determine in general if such work is proceeding in accordance with the Contract and CGA will keep the City of Marshalltown and the FAA informed of the progress.
- 8.6 Engineering Administration*. This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Owner and the Contractor required for administration and implementation of the project.
- 8.7 Change Orders*. CGA will prepare change orders for changes necessary in the process shall include itemization and documentation of cost adjustments, and requesting FAA concurrence and participation in the change.
- 8.8 Engineer's Statement of Completion*. When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.
- 8.9 Record Drawings*. CGA will prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process. A copy will be provided to the Owner at project closeout.
- 8.10 Final Quantity and Testing Results Report*. CGA will prepare from field reports, reports from the outside testing laboratory and material certifications a final

summary report of project quantities and testing results. The report will also include any quantity adjustments as a result of the percent within limits calculations.

- 8.11 Construction Observation Program*. A Construction Observation Program (COP) is not anticipated for this project.
- 8.12 Construction Progress and Inspection Report*. CGA will prepare and submit FAA form 5370-1 or an equivalent form on a weekly basis during major construction activities to the FAA.

*will be added by amendment

Task 9.0 - Construction Staking*

- 9.1 Construction Staking*. We will set control points for the Contractors use in laying out the building an approach slab to include the building corners and perimeter of approach slab. Additional staking for installation of sanitary sewer manholes and storm sewer manholes will be provided.

*will be added by amendment

Task 10.0 – As-Built ALP*

- 10.1 As-Built ALP*. The Airport Layout Plan (ALP) set of drawings shall be revised to reflect the proposed project improvements. The Engineer shall provide the Owner and the FAA with one (1) full size draft ALP set for review. Following receipt and incorporation of Owner and FAA review comments, the Engineer shall provide the FAA with a PDF to confirm that comments have been adequately addressed. Upon acceptance by the FAA, the Engineer shall provide the FAA with four (4) full size final ALP sets for approval and distribution back to the Owner, Engineer, Iowa DOT, and FAA.

*will be added by amendment

PROJECT INSPECTION SERVICES*

Task 11.0 - Construction Observation*

- 11.1 Resident Observation*. A resident construction observer will be provided during major construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the contractor. Labor costs are based on observation of XXXX* hours.

*will be added by amendment

Task 12.0 - Construction Testing*

- 12.1 Laboratory and Field Testing*. Laboratory and Field Testing will be accomplished by an outside accredited testing laboratory (TEAM Services) and will consist of PCC field and laboratory testing. This task will also involve the monitoring, tabulating and review of the results in addition to the outside testing services.

Quality assurance testing provided by Team Services is estimated to include the following testing:

Observations/test to be performed	No. of Visits	Hours/ Visit	Total # Units
Field Compaction Testing (Subgrade and Subbase)	XX*	XX*	XX* hours
Standard Proctor (Subgrade and Subbase)			XX* tests
Field Concrete Testing (Slump and Air Content)	XX*	XX*	XX* hours
Compressive Strength Testing			XX* tests
Concrete Core Thickness Testing			XX* tests

- 12.2 Manufactured Materials Testing*. Manufactured materials will be accepted based on the vendor's certification that the materials meet the specifications. This task will involve the collection, review and tabulation of those certifications and review of conformance with Buy American compliance.

*will be added by amendment

Attachment B
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016

Certification of Engineer

I hereby certify that I am the Executive Vice President and a duly authorized representative of the firm of CLAPSADDLE-GARBER ASSOCIATES, INC., whose address is 16 East Main Street, P.O. Box 754, Marshalltown, Iowa 50158, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to furnish to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

6-12-19
Date

Michael C Beards
Signature

Attachment C
Labor Estimate
Construct Hangar Improvements
Marshalltown Municipal Airport
AIP No. 3-19-0058-016

Labor Category	LABOR HOURS							Salary Cost	Over-head	Direct Exp.	Fixed Payment	Out-Side Services	TOTAL FEE
	Principal	P.M	P.E	Av. Special	Sr. Lead Surv	Surv. Tech	Sr. Admin						
BASIC SERVICES - PRELIMINARY DESIGN PHASE													
1.0 Preliminary Design													
1.1 Project Formulation	4	8						587.00	939.20	0.00	228.93		\$1,755.13
1.2 Geotechnical Investigations		2						80.50	128.80	0.00	31.40	3,250.00	\$3,490.70
1.3 Pavement Design Form		1						40.25	64.40	0.00	15.70		\$120.35
1.4 Collect Survey and Draft Background			12		20	20		1,715.00	2,744.00	590.00	668.85		\$5,717.85
1.5 Cover Sheet			2					72.50	116.00	10.00	28.28		\$226.78
1.6 Symbols, Legend and Information Sheet			2					72.50	116.00	10.00	28.28		\$226.78
1.7 Project Layout Sheet and CSPP		1	8					330.25	528.40	40.00	128.80		\$1,027.45
1.8 Typical Sections and Project Details		2	4					225.50	360.80	20.00	87.95		\$694.25
1.9 Project Quantities Sheet	2	8	16					1,034.50	1,655.20	80.00	403.46		\$3,173.16
1.10 Site Plan	4	24	72					3,841.00	6,145.60	360.00	1,497.99		\$11,844.59
1.11 Electrical and Mechanical Plan Sheets		4	16					741.00	1,185.60	80.00	288.99	7,750.00	\$10,045.59
1.12 Storm Water Pollution Prevention Plan		4	8					451.00	721.60	0.00	175.89		\$1,348.49
1.13 Preliminary Design Summary (30%)	2	4	8					583.50	933.60	0.00	227.57		\$1,744.67
1.14 Design Report (90%) and Plan Review	2	4	8					583.50	933.60	0.00	227.57		\$1,744.67
1.15 Project Manual	2	16	4					921.50	1,474.40	0.00	359.39		\$2,755.29
1.16 Progress Meetings	4	8	12					1,022.00	1,635.20	19.50	398.58		\$3,075.28
1.17 Quality Control/Review	4	4	8					716.00	1,145.60	0.00	279.24		\$2,140.84
PHASE TOTAL	24	90	180	0	20	20	0	13,017.50	20,828.00	1,209.50	5,076.83	11,000.00	\$51,131.83
OTHER SERVICES - PRELIMINARY DESIGN PHASE													
2.0 Grant Administration													
2.1 Grant Application		4		8			2	412.00	659.20	0.00	160.68		\$1,231.88
2.2 Grant Reimbursement and Documentation	4						8	469.00	750.40	0.00	182.91		\$1,402.31
2.3 Liaison With FAA	6	12						880.50	1,408.80	0.00	343.40		\$2,632.70
2.4 Quarterly Performance Reports		2		6				230.50	368.80	0.00	89.90		\$689.20
2.5 Sponsor Certifications			4					100.00	160.00	0.00	39.00		\$299.00
2.6 Project Closeout		4		8			2	412.00	659.20	0.00	160.68		\$1,231.88
2.7 Disadvantaged Business Enterprise (DBE) Plan		2		4				180.50	288.80	0.00	70.40		\$539.70
2.8 DBE Monitoring and Reporting			4					100.00	160.00	0.00	39.00		\$299.00
PHASE TOTAL	46	146	212	34	20	20	12	2,784.50	4,455.20	0.00	1,065.96	0.00	\$8,325.66

Attachment C Labor Estimate Construct Hangar Improvements Marshalltown Municipal Airport AIP No. 3-19-0058-016													
Labor Category	LABOR HOURS							Salary Cost	Over- head	Direct Exp.	Fixed Payment	Out- Side Services	TOTAL FEE
	Principal	P.M	P.E	Av. Special	Sr. Lead Surv	Surv. Tech	Sr. Admin						
BASIC SERVICES-FINAL DESIGN & CONSTRUCTION PHASE*													
3.0 Final Design*													
3.1 Construction Plans*								0.00	0.00	0.00	0.00		\$0.00
3.2 Project Manual*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
4.0 Bid Letting*													
4.1 Advertising and Queries*								0.00	0.00	0.00	0.00		\$0.00
4.2 Bid Opening and Award*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
5.0 Distribution of Plans and Specifications*													
5.1 Distribution of Plans and Specifications*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
OTHER SERVICES-FINAL DESIGN*													
6.0 DBE Plan and Reports*													
6.1 Disadvantaged Business Enterprise (DBE) Plan*								0.00	0.00	0.00	0.00		\$0.00
6.2 DBE Monitoring and Reporting*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
7.0 Grant Administration*													
7.1 Grant Application*								0.00	0.00	0.00	0.00		\$0.00
7.2 Grant Reimbursement and Documentation*								0.00	0.00	0.00	0.00		\$0.00
7.3 Liaison With FAA*								0.00	0.00	0.00	0.00		\$0.00
7.4 Quarterly Performance Reports*								0.00	0.00	0.00	0.00		\$0.00
7.5 Sponsor Certifications*								0.00	0.00	0.00	0.00		\$0.00
7.6 Project Closeout*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													

Attachment C Labor Estimate Construct Hangar Improvements Marshalltown Municipal Airport AIP No. 3-19-0058-016													
Labor Category	LABOR HOURS							Salary Cost	Over- head	Direct Exp	Fixed Payment	Out- Side Services	TOTAL FEE
	Principal	P.M.	P.E.	Av. Special	Sr. Lead Surv	Surv Tech	Sr. Admin						
8.0 Contract Administration*													
8.1 Preconstruction Conference*								0.00	0.00	0.00	0.00		\$0.00
8.2 Payroll Transcripts*								0.00	0.00	0.00	0.00		\$0.00
8.3 Submittal Reviews and Coordination*								0.00	0.00	0.00	0.00		\$0.00
8.4 Construction Progress Payments*								0.00	0.00	0.00	0.00		\$0.00
8.5 Visits to the Site*								0.00	0.00	0.00	0.00		\$0.00
8.6 Engineering Administration*								0.00	0.00	0.00	0.00		\$0.00
8.7 Change Orders*								0.00	0.00	0.00	0.00		\$0.00
8.8 Engineer's Statement of Completion*								0.00	0.00	0.00	0.00		\$0.00
8.9 Record Drawings*								0.00	0.00	0.00	0.00		\$0.00
8.10 Final Quantity & Testing Results Report*								0.00	0.00	0.00	0.00		\$0.00
8.11 Construction Observation Program*								0.00	0.00	0.00	0.00		\$0.00
8.12 Construction Progress and Inspection Report*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
9.0 Construction Staking*													
9.1 Construction Staking*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
10.0 As-Built ALP*													
10.1 As-Built ALP*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
PROJECT INSPECTION SERVICES*													
11.1 Construction Observation*													
11.1 Resident Observation*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
12.0 Construction Testing*													
12.1 Laboratory and Field Testing*								0.00	0.00	0.00	0.00		\$0.00
12.2 Manufactured Materials Testing*								0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
* will be added by amendment													
INITIAL PROJECT TOTALS	70	236	392	34	40	40	12	15,802.00	25,283.20	1,209.50	6,162.78	11,000.00	\$59,457.48

Initial Direct Expense and Subcontracting Expense Summary

Direct Expenses	Quantity	Unit	Rate	Subtotal
Mileage - Survey Vehicle	30	Mile	\$1.00	\$30.00
Mileage - Personal Vehicle	30	Mile	\$0.65	\$19.50
Lodging		Day	\$80.00	\$0.00
Subsistence Per Diem - Travel Day		Day	\$20.00	\$0.00
Subsistence Per Diem - Non Travel Day		Day	\$30.00	\$0.00
Survey Equipment Fees	20	Hourly	\$25.00	\$500.00
CAD Computer Fees	132	Hourly	\$5.00	\$660.00
Printing		Cost Plus	\$0.00	\$0.00
Subcontracting Expenses	Contract Value	Contract Type	Prime Fixed Fee	Subtotal
Subconsultant No.1 - Team Services	\$3,250.00	Cost-Plus		\$3,250.00
Subconsultant No.2 - UL Verification Services	\$7,750.00	Cost-Plus		\$7,750.00

Total Initial Direct Expenses and Subcontracting Expense Summary \$12,209.50

Direct Expenses:

Personal Vehicle Mileage: \$0.65 per Mile
Survey Vehicle Mileage: \$1.00 per Mile
Round Trip - 10 miles

Subconsultants:

TEAM Services - Construction Testing
UL Verification Services - Electrical and Mechanical Design

Survey Equipment: \$25 per hour
CAD computer Time: \$5 per hour
Per Diem (Meals & Misc.): \$20 travel day and \$30 Non-travel day
Hotel Cost: \$80 per overnight
Overhead Rate = 1.60
Profit = 15%

Staff Abbreviations

Principal = Principal
P.M. = Project Manager
P.E. = Project Engineer
Av. Special = Aviation Specialist

Sr. Lead Surv. = Sr. Lead Surveyor
Surv. Tech = Surveyor Technician
Sr. Admin. = Sr. Administrative Assistant

Attachment D

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor/consultant has full responsibility to monitor compliance to the referenced statute or regulation. The contractor/consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

- 1) Defaults on its obligations under this Agreement;
- 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE AIRPORT
HANGAR, TERMINAL AND SITE PROFESSIONAL SERVICES, AN INCREASE OF
\$14,000**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Clapsaddle-Garber Associated, Inc, for the professional services for the Airport Project #ARP19001/19002; and

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

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

Section 1. That the contract Change Order #4 for the Airport Project, in the increased amount of \$14,000.00 is hereby accepted and approved.

Passed this 28th 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: City Staff; Prepared By: Heather Thomas, Public Works Director
DATE: November 28, 2022
RE: Airport Hangar, Terminal, and Site Improvements – Engineering Amendments,
ARP 19-001/ARP 19-002 (Use ARP 19-001 for Hangar; ARP 19-002 for Terminal)

Policy Issue: Contracts in excess of \$45,000 must be approved by City Council. Amendments must be approved by City Council if the total changes increase the cost of the project by more than \$25,000 – which they have.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ 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 & Goal 3: Objective 2: Develop comprehensive plans for City infrastructure and improvements.

Recommendation: City staff, after consultation with the City Attorney, do not recommend approval of the Hangar Engineering Amendment #3 nor Terminal Engineering Amendment #4.

Budget Impact:

If one or both engineering amendments are approved, city staff would ask for council direction on whether to enforce the clause in the Construction Contract the City has with Garling Construction. The contract for construction of the Airport Hangar/Terminal with Garling Construction states:

The undersigned agrees to reimburse the Owner, by a reduction of the final payment due the Contractor, in an amount equal to the additional charges made for engineering services incurred because of continuance of the work beyond the specified completion date.

The following engineering fees are being requested by CGA for engineering services past 07/01/22. These fees requested total \$26,500.

Hangar Engineering Amendment #3

An additional \$12,500 in construction administration.

Terminal Engineering Amendment #4

An additional \$12,500 in construction administration.

An additional \$1,500 in construction observation.

CITY COUNCIL

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



If Council approves the amendments and do not wish to require Garling Construction incur the additional engineering expenses, the local bond funding would be used as the funding source.

Description/Background:

Pending approval of Change Order 13, CGA has recommended and approved the following completion dates for the Airport Project in relation to the Hangar and Terminal pieces of the project.

Terminal: 5/31/22

Hangar: 6/27/22

CGA is requesting additional engineering services for work performed after 07/01/22.

Garling Construction disputes CGA's recommendation of completion dates. They believe the project completion for the Terminal and Hangar should have been extended into September. Garling Construction obtained substantial completion for these pieces of the project on:

Interior Terminal / Substantial Occupancy: 8/22/22

Hangar Occupancy / Substantial Completion: 9/27/22

City staff agree with Garling that the recommended completion dates approved with Change Order 13, do not account for all of the outside factors that caused delay on their completion of this project, some of which were a result of the design team.

Attachments:

- i. ARP19001 Airport Hangar CGA Amendment 3_PO 00961_01225 w/ previously authorized agreements attached.
- ii. ARP19002 Airport Terminal CGA Amendment 4_PO 00962 w/ previously authorized agreements attached

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CITY COUNCIL

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





**AMENDMENT NO. 04
TO THE
ENGINEERING SERVICES AGREEMENT**

WHEREAS, the CITY OF MARSHALLTOWN, the *CLIENT* and *CLAPSADDLE-GARBER ASSOCIATES, INC.*, the *ENGINEER* have entered into an agreement dated June 24, 2019 for the Construct Terminal Building and Approach Pavement Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services has been further defined for Construction Services for the Construct Terminal Building and Approach Pavement Improvements project as identified in Tasks further identified below, and

WHEREAS, the *CLIENT* now desires the *ENGINEER* to proceed with and provide these services,

NOW, THEREFORE, the *CLIENT* and *ENGINEER* agree to amend the *AGREEMENT* as follows:

1. Under 3b PAYMENTS FOR PROFESSIONAL SERVICES, add the following additional compensation:

Task 10.0 Contract Administration after 7/1/22	\$ 12,500.00
Task 11.0 Construction Observation after 7/1/22.....	\$ 1,500.00

The total additional lump sum payment for Amendment No. 4 is \$14,000.00.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the *AGREEMENT* on this _____ day of _____, 2022.

CLIENT:

By: _____

Title: _____

ATTESTED BY:

Title: _____

ENGINEER:

By: Matt Zuber

Title: President, PE, PLS

ATTESTED BY:

Theresa Stromberg-Murphy

Title: Senior Project Manager

AMENDMENT NO. 3
TO
CONSULTING SERVICES AGREEMENT

WHEREAS, the CITY OF MARSHALLTOWN, the OWNER and CLAPSADDLE-GARBER ASSOCIATES, INC., the ENGINEER have entered into an agreement dated June 24, 2019 for the Professional Engineering Services for Construct Terminal Building and Approach Paving Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services has been further defined for additional grant administration services for an FY21 grant from the Iowa DOT for Rotating Beacon and Other Site Improvements as identified in Task 5.0 and

WHEREAS, the OWNER now desires the Engineer to proceed with and provide these services,

NOW, THEREFORE, the OWNER and ENGINEER agree to amend the AGREEMENT as follows:

1. Under 3b, PAYMENT FOR DESIGN AND CONSTRUCTION SERVICES, add the following additional compensation:

Other Services

Task 5.0 Grant Administration..... \$5,500.00

The total lump sum fee payment for Amendment No. 2 is \$ 5,500.00

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the AGREEMENT on this 15th day of December, 2020.

OWNER:

City of Marshalltown

By: Joel Green

Title: Mayor

ATTESTED BY:

Alvin Hunter

Title: City Clerk

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: Mark DeBruin

Title: President and CEO

ATTESTED BY:

J.H.B. O'Neil

Title: Project Manager

AMENDMENT NO. 2
TO
CONSULTING SERVICES AGREEMENT

WHEREAS, the CITY OF MARSHALLTOWN, the OWNER and CLAPSADDLE-GARBER ASSOCIATES, INC., the ENGINEER have entered into an agreement dated June 24, 2019 for the Professional Engineering Services for Construct Terminal Building and Approach Paving Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services has been further defined for construction related engineering services for the Construct Terminal Building and Approach Paving Improvements as identified in Tasks 5.0 thru Tasks 9.0; and

WHEREAS, the OWNER now desires the Engineer to proceed with and provide these services,

NOW, THEREFORE, the OWNER and ENGINEER agree to amend the AGREEMENT as follows:

1. Under 3b, PAYMENT FOR DESIGN AND CONSTRUCTION SERVICES, add the following additional compensation:

Task 5.0	Grant Administration.....	\$ 12,100.00
Task 6.0	Contract Administration	\$ 47,200.00
Task 7.0	Construction Staking.....	\$ 8,900.00
Task 8.0	Construction Observation	\$ 30,400.00
Task 9.0	Construction Testing	\$ 9,000.00

The total additional lump sum fee payment under design and construction services for the Construct Hangar Improvements is \$102,600.00.

The total additional lump sum fee payment for Amendment No. 2 is \$ 107,600.00.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the AGREEMENT on this 9 day of June, 2020.

OWNER:

City of Marshalltown

By: Joel Greer

Title: Mayor

ATTESTED BY:

Shari L. Chynoweth

Title: City Clerk

2020-167
6-8-2020

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: Michael C. Beaulieu

Title: Executive Vice President

ATTESTED BY:

J. L. B. O'Neil

Title: Project Manager

Labor Estimate - Amendment No.2 Construct Terminal Building and Approach Paving Improvements Marshalltown Municipal Airport														
Phase	LABOR HOURS								Salary Cost	1.60 Over- head	Direct Exp	0.15 Fixed P'ment	Out- Side Services	FEE
	Principal 68.75	P.M. 43.00	P.E. 38.75	Av. Special 26.00	Sr. Const 36.00	Sr. Lead Surv 38.25	Surv. Tech 29.00	Sr. Admin 28.00						
BASIC SERVICES														
1.0 Project Formulation and Conceptual Design														
1.1 Project Formulation and Site Selection									0.00	0.00	0.00	0.00		\$0.00
1.1 Terminal Building Conceptual Design									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
2.0 Design														
2.1 Geotechnical Investigations									0.00	0.00	0.00	0.00		\$0.00
2.2 Collect Additional Topo and Draft Background									0.00	0.00	0.00	0.00		\$0.00
2.3 Cover Sheet									0.00	0.00	0.00	0.00		\$0.00
2.4 Symbols, Legend and Information Sheet									0.00	0.00	0.00	0.00		\$0.00
2.5 Project Layout and Safety Plan Sheet									0.00	0.00	0.00	0.00		\$0.00
2.6 Project Quantities Sheet									0.00	0.00	0.00	0.00		\$0.00
2.7 Site Plan									0.00	0.00	0.00	0.00		\$0.00
2.8 Building Plan and Details									0.00	0.00	0.00	0.00		\$0.00
2.9 Electrical and Mechanical Plans									0.00	0.00	0.00	0.00		\$0.00
2.10 Project Manual									0.00	0.00	0.00	0.00		\$0.00
2.11 Progress Meetings									0.00	0.00	0.00	0.00		\$0.00
2.12 Quality Control Review									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
3.0 Bid Letting														
3.1 Opinion of Probable Cost									0.00	0.00	0.00	0.00		\$0.00
3.2 Advertising									0.00	0.00	0.00	0.00		\$0.00
3.3 Bid Opening and Award									0.00	0.00	0.00	0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
4.0 Distribution of Plans and Specifications														
4.1 Distribution of Plans and Specification									0.00	0.00		0.00		\$0.00
PHASE TOTAL	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	\$0.00
5.0 Grant Administration														
5.1 Claim for Reimbursement	16	48						32	4,060.00	6,496.00	0.00	1,583.40		\$12,139.40
PHASE TOTAL	16	48	0	0	0	0	0	32	4,060.00	6,496.00	0.00	1,583.40	0.00	\$12,139.40
6.0 Contract Administration														
6.1 Preconstruction Conference	2	6			2			4	579.50	927.20	6.50	226.01		\$1,739.21
6.2 Subtotal Reviews and Coordination	8	40	72					16	5,508.00	8,812.80	0.00	2,148.12		\$16,468.92
6.3 Construction Progress Payments	6	12						8	1,152.50	1,844.00	0.00	449.48		\$3,445.98
6.4 Visits to Site	4	12							791.00	1,265.60	52.00	308.49		\$2,417.09
6.5 Engineering Administration	4	16							963.00	1,540.80	0.00	375.57	16,000.00	\$18,879.37
6.6 Change Orders									0.00	0.00	0.00	0.00		\$0.00
6.7 Engineers Statement of Completion	2	8						2	537.50	860.00	6.50	209.63		\$1,613.63
6.8 Record Drawings		8	12					2	865.00	1,384.00	0.00	337.35		\$2,586.35
PHASE TOTAL	24	102	84	0	2	0	0	32	10,396.50	16,634.40	65.00	4,054.64	16,000.00	\$47,150.54
7.0 Construction Staking														
7.1 Building Control						4	4		269.00	430.40	10.00	104.91		\$814.31
7.2 Grading Stakes						24	24		1,614.00	2,582.40	30.00	629.46		\$4,855.86
7.3 Paving Stakes						16	16		1,076.00	1,721.60	20.00	419.64		\$3,237.24
PHASE TOTAL	0	0	0	0	0	44	44	0	2,959.00	4,734.40	60.00	1,154.01	0.00	\$8,907.41
8.0 Construction Observation														
8.1 Resident Observation					280				10,080.00	16,128.00	240.50	3,931.20		\$30,379.70
PHASE TOTAL	0	0	0	0	280	0	0	0	10,080.00	16,128.00	240.50	3,931.20	0.00	\$30,379.70
9.0 Construction Testing														
9.1 Laboratory and Field Testing		8							344.00	550.40	6,500.00	134.16	1,500.00	\$9,028.56
PHASE TOTAL	0	8	0	0	0	0	0	0	344.00	550.40	6,500.00	134.16	1,500.00	\$9,028.56
PROJECT TOTALS - Amendment No.2														
	40	158	84	0	282	44	44	64	\$27,840	\$44,543	\$6,866	\$10,857	\$17,500	\$107,606

Direct Expenses:

Personal Vehicle Mileage: \$0.65 per Mile
Survey Vehicle Mileage: \$1.00 per Mile
Round Trip - 10 miles

Survey Equipment: \$25 per hour

Staff Abbreviations:

Principal = Principal
P.M. = Project Manager
P.E. = Project Engineer
Av. Special = Aviation Specialist
Sr. Lead Surv. = Sr. Lead Surveyor
Surv. Tech = Surveyor Technician
Sr. Admin. = Sr. Administrative Assistant
Sr. Const = Sr. Construction Technician

Subconsultants:

Studio Melee - Architectural, Plumbing, Mechanical, Structural and Electrical
UL Verification Services - QC of Electrical and Mechanical Design

AMENDMENT NO. 1
TO
CONSULTING SERVICES AGREEMENT

WHEREAS, the CITY OF MARSHALLTOWN, the OWNER and CLAPSADDLE-GARBER ASSOCIATES, INC., the ENGINEER have entered into an agreement dated June 24, 2019 for the Professional Engineering Services for Construct Terminal Building and Approach Paving Improvements at the Marshalltown Municipal Airport, and

WHEREAS, the scope of services has been further defined after development of Terminal Building Concepts for Design and Bidding Services for the Construct Terminal Building and Approach Paving Improvements as identified in Tasks 2.0 thru Tasks 4.0; and

WHEREAS, the OWNER now desires the Engineer to proceed with and provide these services,

NOW, THEREFORE, the OWNER and ENGINEER agree to amend the AGREEMENT as follows:

1. Under 3b, PAYMENT FOR BASIC SERVICES, add the following additional compensation:

Basic Services

Task 2.0	Design	\$ 123,800.00
Task 3.0	Bid Letting.....	\$ 3,100.00
Task 4.0	Distribution of Plans and Specifications.....	\$ 6,500.00

The total additional lump sum fee payment under basic services for the Construct Hangar Improvements is \$133,400.00.

The total additional lump sum fee payment for Amendment No. 1 is \$ 133,400.00.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the AGREEMENT on this 24 day of February, 2020.

OWNER:

City of Marshalltown

By: [Signature]

Title: Mayor

ATTESTED BY:

[Signature]

Title: City Clerk

2020-04-14

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: [Signature]

Title: Executive Vice President

ATTESTED BY:

[Signature]

Title: Project Manager

Engineering Services Agreement



THIS AGREEMENT made this 24th day of June, 2019, by and between the **City of Marshalltown, Iowa**, hereinafter called the *Owner*, and **Clapsaddle-Garber Associates, Inc.**, a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the *Engineer*.

WHEREAS, the Owner requires professional engineering services from the Engineer for the project described as:

Construct Terminal Building and Approach Paving Improvements
Marshalltown Municipal Airport
Marshalltown, Iowa

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed as follows:

1. Engineer

The ENGINEER AGREES to perform the following engineering services for the Project:

- a. **General.** The Engineer has reviewed the site of the Project and the engineering services involved and the Engineer shall serve as the Owner's professional representative in the engineering services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

- b. **Scope of Engineering Services.** The Engineer shall accomplish those tasks described in Attachment A – *Scope of Engineering Services*.
- c. **Time Schedule for Execution of Engineering Services.** The Engineer acknowledges the importance to the Owner of the Project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must

be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

- d. **Additional Special Services.** When requested in writing by the Owner, Engineer shall furnish or obtain from others "Additional Special Services" not described in the *Scope of Services* included in this Agreement. The scope of the Additional Special Services and the related cost shall be negotiated as the need arises.

2. Owner

The OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. **Access to the Work.** The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public land as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. **Consideration of the Engineer's Work.** The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. **Legal Requirements.** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests, and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. The Owner's Payments to the Engineer

a. General

- 1) Abandoned or Suspended Work. If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- 2) Payment to the Engineer. Payment shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date shall be subject to an interest charge of eighteen percent (18%) per annum from the date of the invoice.
- 3) Collection. In the event legal action is necessary to enforce the payment provisions of this Agreement, Engineer shall be entitled to collect from Owner any judgment or settlement sums due, reasonable attorney's fees, court costs, and expenses incurred by Engineer in connection with such collection action, computed at Engineer's prevailing fee schedules and expense policies.

- b. **Payments for Design and Construction Services.** The Owner shall pay the Engineer a fixed fee in accordance with the following:

Task 1.0	Project Formulation and Conceptual Design.....	\$54,100.00
Task 2.0	Design.....	\$ xxxx*
Task 3.0	Bid Letting.....	\$ xxxx*
Task 4.0	Distribution of Plans and Specifications	\$ xxxx*
Task 5.0	Grant Administration.....	\$ xxxx*
Task 6.0	Contract Administration	\$ xxxx*
Task 7.0	Construction Staking	\$ xxxx*
Task 8.0	Construction Observation.....	\$ xxxx*
Task 9.0	Construction Testing	\$ xxxx*
Total Initial Compensation		\$54,100.00

*will be added by amendment

4. Conditions

The OWNER and ENGINEER FURTHER AGREE to the following conditions:

- a. **Termination of Contract.** The Engineer may terminate this Agreement upon giving the Owner five (5) calendar days' prior written notice for any of the following reasons:

1. Breach by the Owner of any material term of the Agreement including but not limited to Payment Terms.
2. Material changes in the conditions under which the Agreement was entered into.
3. Failure of the parties hereto to reach accord on the fees and charges for any Additional Services required.
4. Actions under this Agreement which may expose the Engineer to claims or other charges filed by persons to whom the Engineer owes a duty of care.

The Owner shall within thirty (30) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

The Owner may terminate this Agreement:

1. The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.
2. If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed services.

3. If the termination is due to failure to fulfill the Engineer's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Owner for any additional cost occasioned to the Owner thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

In the event the Owner's funds for this project are substantially reduced or totally withdrawn, the Owner shall have the right, at its option, to renegotiate or terminate this Agreement

- b. **Suspension of Services:** If the project is suspended for more than thirty (30) calendar days in the aggregate by the Owner, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his option, terminate this Agreement upon giving notice in writing to the Owner.

If the Owner fails to make payments when due or otherwise is in breach of the Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of the Agreement by the Owner.

- c. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- d. **Ownership of Documents.** All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.

- e. **Opinion of Probable Cost.** Statements of probable construction costs and detailed cost estimates prepared by the Engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any cost estimate prepared by the Engineer.
- f. **Certificate of Merit.** The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the Engineer unless the Owner shall have first provided the Engineer with a written certification executed by an independent Engineer licensed in Iowa to practice in the same discipline as the Engineer specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected on an Engineer performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the Engineer thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.
- g. **Jobsite Safety.** Neither the professional activities of the Engineer, nor the presence of the Engineer's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.
- h. **Successors and Assigns.** This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer, respectively, and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- i. **Equal Opportunity/Affirmative Action.** The Engineer is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. The Engineer with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment.
- j. **Records Retention.** The Engineer shall retain all records pertaining to the contract for three years from the date of final payment for inspection and audit by local or state officials or their authorized representatives.

- k. **Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional

5. Defend and Hold Harmless Agreement

Engineer shall defend, indemnify and save harmless the City of Marshalltown, the Iowa DOT and the State of Iowa its agencies, agents, employees and assignees from all claims and liabilities due to design error, omission or negligent act of Engineer, its members, agents, stockholders, or employees, in connection with performance of this Agreement.

6. Attachments

The following attachments are included as part of this Agreement:

- Attachment A – *Standard Terms and Conditions*
- Attachment B – *Scope of Engineering Services*

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER

City of Marshalltown, Iowa

By: _____

Title: _____

Bob Green
Mayer

ENGINEER

Clapsaddle-Garber Associates, Inc.

By: _____

Title: Executive Vice President

Michael Beards

Attested by:

Title: _____

Shari L. Conner
City Clerk

Attested by:

Title: Project Manager

J. G. R. #

2019-138

ATTACHMENT A
CLAPSADDLE-GARBER ASSOCIATES, INC.
STANDARD TERMS AND CONDITIONS

PARTIES

"ENGINEER" shall mean Clapsaddle-Garber Associates, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "ENGINEER."

STANDARD OF CARE

Services provided by ENGINEER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.
ENGINEER PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES.

RIGHT OF ENTRY

The CLIENT shall provide for complete and continuous access to the Project site in order for ENGINEER to timely perform its services and shall provide for entry for the employees, agents and subcontractors of ENGINEER and for all necessary equipment. While ENGINEER shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with ENGINEER's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due ENGINEER shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that ENGINEER files or takes any action, or incurs any costs, for the collection of amounts due it from CLIENT, then ENGINEER shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by ENGINEER for the default of the CLIENT, then ENGINEER shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of ENGINEER and ENGINEER does not cure the default, then ENGINEER shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by ENGINEER in connection with the orderly termination of the Agreement or services, including, but not limited to, demobilization, reassignment of personnel, termination of subcontractors, subconsultants and other agents whose services were retained for the Project, associated overhead costs, lost profits, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to ENGINEER such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors. CLIENT hereby warrants the accuracy and completeness of the information provided by CLIENT to ENGINEER, and ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for ENGINEER to assure the accuracy, completeness and sufficiency of such CLIENT-furnished information, either because it is provided by others, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER Group harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever (including, without limitation, damages to property, injuries or death to persons, fines, penalties) arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by ENGINEER or its subcontractors. ENGINEER will use the standard of care defined in this Agreement in providing this service. The information that ENGINEER must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group for any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expense or damages of any nature whatsoever arising out of the location of underground utilities provided or any information related to underground utilities provided to or by ENGINEER under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that ENGINEER shall not be responsible for the acts or omissions of the contractor or contractors, and their respective affiliated companies, officers, directors, equityholders, employees, agents, subcontractors, suppliers, or other persons or entities responsible for performing work on the Project (collectively, the "Contractor Group") that is not in conformance with the construction Contract Documents, if any, prepared by ENGINEER under this Agreement. ENGINEER shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the Contractor Group. In addition, CLIENT agrees that ENGINEER is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

The ENGINEER shall not supervise, direct or have control over the Contractor's work, not have any responsibility for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

JOBSITE SAFETY

Neither the professional activities of the ENGINEER/Surveyor, nor the presence of the ENGINEER's/Surveyor's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The ENGINEER's/Surveyor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

SHOP DRAWING REVIEW

If, as part of this Agreement ENGINEER reviews and approves contractor submittals, such as shop drawings, product data, samples and other data, as required by ENGINEER, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. ENGINEER's review shall be conducted with reasonable promptness while allowing sufficient time in ENGINEER's judgment to permit adequate review. Review of a specific item shall not indicate that Engineer has reviewed the entire assembly of which the item is a component. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement ENGINEER is providing opinions of probable construction cost, the CLIENT understands that ENGINEER has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that ENGINEER's opinions of probable construction costs are to be made on the basis of ENGINEER's qualifications and experience. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement ENGINEER is providing construction observation services, ENGINEER shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained ENGINEER to make detailed inspections or to provide exhaustive or continuous project review and observation services. ENGINEER does not guarantee the performance of, and CLIENT hereby agrees that ENGINEER shall have no responsibility for, the acts or omissions of the Contractor Group or any other person or entity furnishing materials or performing any work on the Project (other than ENGINEER and its subconsultants). ENGINEER shall advise the CLIENT if ENGINEER observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

OTHER SERVICES

The CLIENT may direct ENGINEER to provide other services including, but not limited to, any additional services identified in ENGINEER's proposal. If ENGINEER agrees to provide these services, then the schedule shall be reasonably adjusted to allow ENGINEER to provide these services. Compensation for such services shall be at ENGINEER's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ENGINEER as instruments of service (the "ENGINEER Deliverables") shall remain the property of ENGINEER and ENGINEER shall retain title in the ENGINEER Deliverables. ENGINEER grants to CLIENT a limited non-exclusive license to use the ENGINEER Deliverables for the construction and operation of the Project (the "Specified Purpose"). All other uses of the ENGINEER Deliverables by CLIENT Group are prohibited, including, without limitation, reuse of the ENGINEER Deliverables, use of the ENGINEER Deliverables for the expansion or modification of the Project, or for use on other projects. Except in connection with a Specified Purpose and then only to those persons or entities necessary, CLIENT shall not disclose, market or distribute ENGINEER Deliverables to third parties. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold ENGINEER Group harmless from any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever arising out of, resulting from or in any way related to the use by CLIENT or any other person or entity of any ENGINEER Deliverable for any purpose other than the Specified Purpose.

CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the ENGINEER unless the Owner shall have first provided the ENGINEER with a written certification executed by an independent ENGINEER/Surveyor licensed in Iowa to practice in the same discipline as the ENGINEER/Surveyor specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an ENGINEER/Surveyor performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

DISPUTE RESOLUTION

If a dispute arises between ENGINEER and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and ENGINEER agree to submit to non-binding mediation prior to the commencement of any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

ENGINEER shall not be responsible for any event or circumstance that is beyond the reasonable control of ENGINEER that has a

demonstrable and adverse effect on ENGINEER's ability to perform its obligations under this Agreement or ENGINEER's cost and expense of performing its obligations under this Agreement (an "Excusable Event"). When an Excusable Event occurs, the CLIENT agrees ENGINEER is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement, and ENGINEER shall be entitled to a change order to equitably adjust for ENGINEER's increased time and/or cost to perform its services due to the Excusable Event.

LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the Project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees, to the fullest extent of the law, to limit the liability of Engineer and its officers, directors, equityholders, employees, agents, subconsultants, and affiliated companies (collectively, the "ENGINEER Group") to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever resulting in any way related to the Project or Agreement from any cause or causes to an amount that shall not exceed the compensation received by ENGINEER under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, contribution, expressed indemnity, implied contractual indemnity, equitable indemnity, tort and all other claims. Except for the limitation of liability above, the CLIENT waives any claim or cause of action against the ENGINEER Group arising from or in connection with the performance of services for the Project or this Agreement.

The ENGINEER Group shall not be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines and CLIENT hereby releases the ENGINEER Group from any such liability.

INDEMNIFICATION

Subject to the limitation of liability above, ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by ENGINEER's negligent performance of service under this Agreement and that of its officers, directors, equityholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever to the extent caused by the acts or omissions of CLIENT and its affiliated companies, officers, directors, equityholders, employees, agents, contractors, subcontractors, engineers, designers, and consultants (other than ENGINEER) (collectively, the "CLIENT Group") in connection with this Project.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or delegate any duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Any such assignment or delegation not in accordance with the terms of this Agreement shall be null and void.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and ENGINEER shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW; JURISDICTION AND VENUE

This Agreement and all matters arising under or in connection with this Agreement shall be governed by, construed and interpreted pursuant to the laws in the state of the locale of ENGINEER's address written in this Agreement without regard to conflicts of law principles. In any suit relating to this Agreement, CLIENT and ENGINEER unconditionally and voluntarily consent to be subject to the exclusive jurisdiction of the state or federal courts sitting in Iowa and hereby waive any objections to venue lying therein. Each of the parties hereby consents to service of process anywhere in the world.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of ENGINEER to provide equal employment opportunities for all. ENGINEER will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior or contemporaneous negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms. Any amendments, changes or alterations to this Agreement shall only be binding if reduced to writing and signed by both parties.

SIGNATURES

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

NOTICES

All formal notices requests, demands, and other communications required under this Agreement shall be in writing and shall be hand delivered to the party or mailed by overnight registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth in this Agreement and to the attention of the respective person signing this Agreement on behalf of the party. The date of hand delivery or the date of mailing in accordance with the foregoing sentence shall be deemed to be the date of delivery of any such notice.

Attachment B
Scope of Engineering Services
Construct Terminal Building and Approach Paving
Marshalltown Municipal Airport

This project provides for the construction of a terminal building and approach paving improvements at the Marshalltown Municipal Airport. In addition, it also includes utility improvements need for development of the hangar. It is anticipated the project will be funded in part with a grant in aid from the Iowa Department of Transportation.

Task 1.0 – Project Formulation and Conceptual Design

- 1.1 Project Formulation and Site Selection. Project formulation provides for project conceptualization, and related administration associated with formulation of this project. CGA will assist the City of Marshalltown with determining a location to place the proposed terminal building improvements with a possible attached hangar.
- 1.2 Terminal Building Conceptual Design. CGA will also assist the City of Marshalltown with conceptual design services to provide potential preliminary building layouts, preliminary renderings and preparation of conceptual project estimate. CGA will be assisted with architectural services by Studio Melee.

***Potential Future Design and Construction related Services to be added by Amendment**

Task 2.0 – Design*

- 2.1 Geotechnical Investigations*. Geotechnical investigations will not be performed as part of this project. It is assumed that we will incorporate into the bidding documents geotechnical investigations performed as part of on FAA AIP funded hangar project that is adjacent to or connected to the proposed terminal building.
- 2.2 Collect Additional Topo & Draft Background*. Topographic data for the project area will be collected using electronic field collection techniques. This data will then be downloaded and drafted in the office to provide a background CAD drawing to be used for planning and development of the project site plan.
- 2.3 Cover Sheet*. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certification. Additionally the cover sheet shall include FAA design standards such as RDC, TDG and critical design aircraft.

- 2.4 Symbols, Legend and Information Sheet*. This sheet shall contain symbols used throughout the plan set, project bench mark descriptions, and a tabulation of horizontal control points.
- 2.5 Project Layout and Safety Plan Sheet*. This sheet will provide a general layout of the project and denote the contractor's access, assembly and storage areas. This sheet will also address project safety requirements. The contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities.
- 2.6 Project Quantities Sheet*. The project quantities sheet will include identification of project bid items, specification references, plan quantities and a location to tabulate final quantities as part of the record drawings. In addition, any special reference notes for the bid items will be included.
- 2.7 Site Plan*. The site plan will depict general building location and dimensions, utility services, grading, and related site development. Utility services will include general location, dimension and supporting information relative to an on airport extension of existing waterman, sanitary sewer, telephone services and internet services. CGA will be assisted with architectural, mechanical, electrical and plumbing services by Studio Melee, as a subconsultant to CGA.
- 2.8 Building Plan and Details*. The general building plan shall graphically depict floor plan, typical sections and details to provide the most flexibility and opportunity for various potential contractors. It is anticipated that the building will be a pre-engineered building with structural design and certification provided by the contractor's or building manufacturer's licensed engineer.
- A general footing design will be provided for the building based on information received prior to bidding from a pre-engineered building manufacturer. The general footing design shall be provided as guidance for a contractor bidding the project. CGA will be assisted with structural services by Studio Melee, as a subconsultant to CGA.
- 2.9 Electrical/Mechanical Plan*. The electrical/mechanical plan shall provide location and installation requirements for all electrical and mechanical systems for the terminal building. CGA will be assisted with architectural services by Studio Melee.
- 2.10 Project Manual*. We will prepare a project manual utilizing the Iowa Statewide Urban Designs and Specifications (SUDAS) Design Manual for the solicitation of bids in accordance with a formal competitive bid process. The bid documents will consist of a Notice to Bidders and Notice of Public Hearing, Instructions to Bidders, Form of Proposal, Iowa DOT Targeted Small Business Requirements, Form of Bid Bond, Form of Contract, Form of Performance, Payment and

Maintenance Bond, Insurance Requirements, Additional Requirements, Special Provisions, and applicable Advisory Circulars. We will prepare Reference Specifications describing materials, work to be performed, method of measurement, method of payment and any specific features required by the City of Marshalltown. Studio Melee will be providing Reference Architectural Specifications.

- 2.11 Progress Meetings*. Occasional meetings with the Owner or the Owner's representatives will be held to obtain input and to coordinate the design process and decisions.
- 2.12 Quality Control Review*. We will provide preliminary plans and specifications to the City of Marshalltown for review along with conducting an internal quality control review. UL Verification Services as a subconsultant to CGA, will be also be providing quality control review for the electrical and mechanical systems in the terminal building as part of the internal quality control review. Upon completion of the internal quality control review we will then prepare final plans and specifications incorporating comments identified during this review process.

*will be added by amendment

Task 3.0 - Bid Letting*

- 3.1 Opinion of Probable Costs*. We will provide an opinion of probable construction cost based on plan quantities.
- 3.2 Advertising*. We will assist the City of Marshalltown in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, we will answer contractors' questions and issue any addenda required during the bidding period.
- 3.3 Bid Opening and Award*. We will assist the City of Marshalltown in securing and opening of bid proposals. CGA will attend the bid opening provide tabulation and provide an analysis of bids. We will assist the City of Marshalltown in preparing signatory copies of the construction contract.

*will be added by amendment

Task 4.0 – Distribution of Plans and Specifications*

- 4.1 Distribution of Plans and Specifications*. We will print and distribute paper copies of the project's contract documents to prospective bidders, subcontractor suppliers and contractor plan room services as provided for under the laws of the State of Iowa.

*will be added by amendment

Task 5.0 – Grant Administration*

- 5.1 Claim for Reimbursement*. We will track the project costs, gather invoices and prepare for the City of Marshalltown's signature and submission, Iowa DOT form 291108 "Claim for Reimbursement of Project Costs." The City of Marshalltown will provide copies of cancelled checks documenting payment of the invoices.

*will be added by amendment

Task 6.0 - Contract Administration*

- 6.1 Preconstruction Conference*. We will prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Subconsultants, Airport Authorities, Owner, and the IDOT to establish construction schedules, coordinate subcontractors, and establish communications for the project during construction. After the meeting we will prepare and distribute minutes of the conference.
- 6.2 Submittal Reviews and Coordination*. The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the plans and specifications.
- 6.3 Construction Progress Payments*. Monthly payments will be made by the Owner to the prime contractor for the construction work. Tabulations of the construction quantities satisfactorily completed and their related cost will be prepared and a recommendation for payment in accordance with the construction contract will be made.
- 6.4 Visits to the Site*. A Professional Engineer will make occasional visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visits, determine in general if such work is proceeding in accordance with the Contract and keep the City of Marshalltown informed of the progress.
- 6.5 Engineering Administration*. This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Owner and the Contractor required for administration and implementation of the project.
- 6.6 Change Orders*. Prepare change orders for changes necessary in the construction for submission to the Owner and the Contractor for approval. This process shall include itemization and documentation of cost adjustments.

- 6.7 Engineer's Statement of Completion*. When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion along with Iowa DOT Form 291109 stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.
- 6.8 Record Drawings*. Prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process.

*will be added by amendment

Task 7.0 - Construction Staking*

- 7.1 Building Control*. Building control stakes will be set for use by the Contractor.
- 7.2 Grading Stakes*. CGA will initially stakes at nominal 100' intervals for use by the contractor in rough grading. Rough grade stakes will also include staking for any storm sewer improvements associated with the project.
- 7.3 Paving Stakes*. One set of paving stakes will be set at nominal 25' intervals for use by the Contractor for both the pavement approach to hangar facility and the taxilane expansion. It is anticipated these stakes will be utilized by the Contractor for fine grading of the subgrade, placement of the subbase, and placement of the surface course.

*will be added by amendment

Task 8.0 - Construction Observation*

- 8.1 Resident Observation. A resident construction observer will be provided during major construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the contractor. Labor costs are based on part time observation of XXX* hours.

*will be added by amendment

Task 9.0 - Construction Testing*

- 9.1 Laboratory and Field Testing*. Laboratory and Field Testing will consist of subgrade/subbase quality tests, concrete slump, air content, and compressive strength tests. This task will also involve the monitoring, tabulating and review of the results.

*will be added by amendment

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #14 FOR THE
AIRPORT HANGAR/TERMINAL PROJECT, A DECREASE OF \$5,500.00**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Garling Construction, Inc., for the labor and material for the Airport Hangar/Terminal Project #ARP19001; and

WHEREAS, a decrease is requested for items to complete the project.

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

Section 1. That the contract Change Order #13 for the Airport Hangar/Terminal Project, in the decreased amount of \$5,500.00 is hereby accepted and approved.

Passed this 28th 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 28, 2022
RE: Airport Hangar, Terminal, and Site Improvements – Change Order #14,
ARP 19-001/ARP 19-002 (*Use ARP 19-001 for PO*)

Policy Issue: Change orders must be approved by City Council if the change order increases the cost of the project by more than \$25,000.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ 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 & Goal 3: Objective 2: Develop comprehensive plans for City infrastructure and improvements.

Recommendation:

Staff recommends approval of Change Order #14. This recommendation is contingent on the engineering amendments, that are being presented for consideration at the 11/28/22 council meeting, not being approved or council does not direct the additional engineering expenses to be incurred by Garling.

Budget Impact:

Change order #14 decreases the cost of the Contractor's contract by \$5,500. City propose to utilize an equivalent dollar value of \$5,500 in project funds to reimburse Marshalltown Aviation, the city's tenant for the airport hangar and terminal for lack of the ability to utilize the new hangar and terminal during this time. The \$5,500 corresponds to the increased rent/lease payments paid by Marshalltown Aviation to the City in 2022 that were established on the assumption of their use of the new hangar and terminal.

Overall, with the deduct in the Contractor's contract and reimbursement to Marshalltown Aviation, no changes to the local cost of the project are anticipated.

CITY COUNCIL

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



Description/Background:

Current contract completion dates (with approval of Change Order #13) and the date at which Garling achieved substantial completion are shown below.

Project Phase	Current Contract Completion Date	Substantial Completion Date	Calendar Day Delay Difference
Site Phase 1	02/28/22	Prior to 02/28/22	n/a
Terminal	05/21/22	08/22/22	93 days
Hangar	06/27/22	09/27/22	92 days
Site Phase 3	11/10/22	11/10/22	n/a

Note: substantial completion is not final completion, it is only completion to the point where the user is able to use the improvement for the intended use and does allow for additional punch list items to be addressed after substantial completion is issued.

The contract completion dates shown are what were recommended by CGA; however, Garling believes other outside factors existed that further delayed substantial completion of the terminal & hangar that are not reflected. Garling requested contract completion date be extended to September to account for these factors.

City staff feel some of the Contractor's justifications for further time extension are valid but also agree some of the delay was caused by the Contractor. Months of discussion between city staff, CGA, and Garling have not led to completion dates that are agreeable to all parties.

In lieu of further disagreements on completion dates, Change Order 14 agreeing to a set dollar amount of \$5,500 in lieu of liquidated damages by the Contractor to the City is being recommended for council consideration.

By the contract, liquidated damages were set at \$250/calendar day. Because the contract did not account for phased project completion, all parties agree that it is reasonable to assign 1/3 of the liquidated damages to the interior of the terminal, 1/3 to the interior of the hangar, and 1/3 to the site work/exterior of terminal/hangar. Based on the dates above, this would result in 93 days of damages at a rate of \$83.33/day and 92 days of damages also at a rate of \$83.33/day for a total of \$15,416.05.

The offer of \$5,500 to settle the issue of completion dates and liquidated damages was presented by Garling to city staff on 11/07/22. City staff have consulted with the City Attorney and are recommending approval of Change Order #14.

If accepted by Council, the city will not pass on any additional engineering expenses to the Contractor as a result of delayed completion.

Attachments: ARP 19-001, Change Order #14

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CITY COUNCIL

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



Project: Hangar, Terminal and Site Improvements			Change Order # 14_City	
AIP No. 3-19-0058-017-2020, DOT No. 22652, 21627, 21653			CGA PN: 4482.06	
Owner: City of Marshalltown			Contract Date: August 27, 2020	
Contractor: Garling Construction, Inc.			Contract Amount: \$2,716,167.50	
List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.				
PROPOSED CHANGES			Amount Increase or Decrease	
Deduct from payment due to the Contractor			- \$5,500.00	
Net Change This Order (+ or -)			- \$5,500.00	
Net Changes Previous Orders (inc. CO13):			+ \$ 27,866.63	
Total Net Changes to Date (inc CO13):			+ \$ 22,366.63	
Contract Completion Date (w/ CO13) Site Phase 1: 02/28/22 Terminal: 05/21/22 Hangar: 06/27/22 Site Phase 3: 11/10/22		Days Increased Site Phase 1: 0 Terminal: 93 Hangar: 92 Site Phase 3: 0	Days Decreased	Revised Completion Date Site Phase 1: 02/28/22 Terminal: 08/22/22 Hangar: 09/27/22 Site Phase 3: 11/10/22
If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.				
Contractor: Garling Construction, Inc.			Date:	
By:		Title:		
Recommended	By: Heather Thomas, PE <i>Heather Thomas</i>	Title: City Engineer	Date: 11/23/22	
Approved	By:	Title:	Date:	

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER
OF TITLE TO A PORTION OF VACATED BUT UNCONVEYED ALLEY
TO 918 SOUTH 11TH AVENUE**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, a portion of vacated but unconveyed alley set out and described in Section 1 hereof to the title owners of 918 South 11th Avenue for the purpose of effectuating the intent of Resolution 1953-8526; and

WHEREAS, the consideration for the transfer of a portion of vacated but unconveyed alley as set forth in Section 1, is the full sum of \$1.00 (One and 00/100), said sum payable to the City of Marshalltown; and

WHEREAS, the portion of vacated but unconveyed alley being transferred by the City of Marshalltown, Iowa has been utilized and maintained by the owners of 918 South 11th 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, the City of Marshalltown hereby proposes the transfer of said portion of vacated but unconveyed alley shall be subject to easements for any installed utilities and all easements of record; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer by Quit Claim Deed the following described portion of vacated but unconveyed alley in Marshalltown, Marshall County, Iowa to the title owners of 918 South 11th Avenue:

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

For the consideration for such conveyance shall be the sum of \$1.00 (One and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said

utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 28th 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. 11th Ave

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

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ 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 11th 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 11th 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

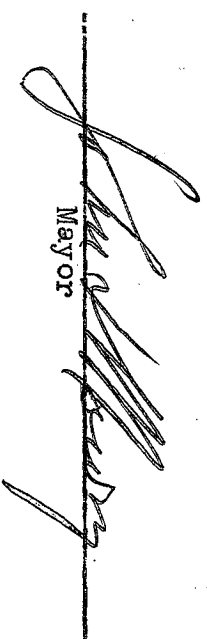
AN ORDINANCE VACATING THE ALLEY TO THE EAST OF BLOCK ONE (1), SUTTON'S ADDITION TO THE TOWN OF MARSHALL.

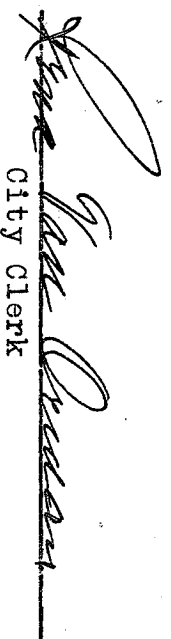
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

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.

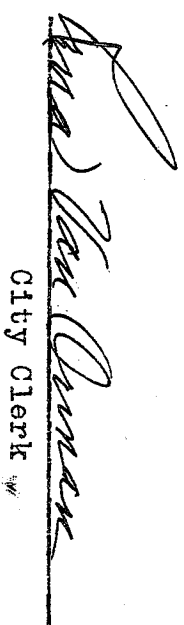
Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

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.

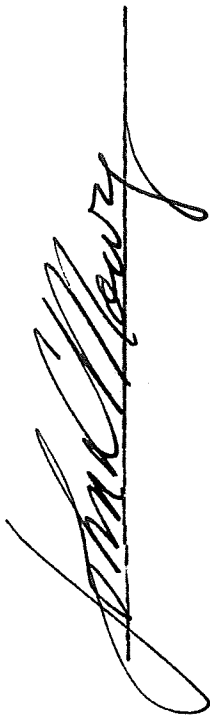
That should any of the above named persons, as owners of abutting lots, not be the present owners of title thereof, the conveyance as herein provided shall be to the persons shown to be the owners of the lot or lots abutting thereon and be entitled to the conveyance, and the City of Marshalltown shall 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 over 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, ^{agree} 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, ^{whetting the top rights of said owner} 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

5th Ward

Sullivan Addition

SUBJECT

alley vacation

REMARKS

25 - 3

Moved by Councilman: ~~Sullivan~~

Seconded by Councilman: Maloney

That

~~That the Sullivan Addition be placed on file and referred to committee on~~
~~the subject of the same for vacating~~

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		

NO

ABSENT

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
☒	Cecil A. Collins	☐	☐
☐	W. B. Crosby	☒	☐
☒	Harold Gummert	☐	☐
☒	Ervine Harland	☐	☐
☒	Howard Maloney	☐	☐
☐	Merion Y. Relf	☒	☐
☒	H. L. Sloppy	☐	☐
☐	Lester Swanson	☒	☐
☐	Mayor	☐	☐

Motion Carried _____

City Clerk

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Marshalltown Central Business District,
Inc.)

422742-50

Marshalltown, Iowa

November 28, 2022

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 p.m., on November 28, 2022, in the Council Chambers, 10 West State Street, Marshalltown, Iowa, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Marshalltown Central Business District, Inc. had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

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 2022-335

Resolution Approving Development Agreement with Marshalltown Central Business District, Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement (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 (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal 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, a certain development agreement (the “Agreement”) between the City and Marshalltown Central Business District, Inc. (“MCBD”) has been prepared in connection with the administration by MCBD of a façade improvement and code compliance program in the Urban Renewal Area (the “Program”); and

WHEREAS, under the Agreement, the City would provide tax increment payments to MCBD in a total amount not exceeding \$50,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on November 28, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

(a) The Program will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The Program will generate public gains and benefits, particularly in the creation and retention of jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to MCBD.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The Mayor, City Administrator and City Clerk are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to incremental property tax revenues derived from the Urban Renewal Area.

Section 5. The City hereby pledges to the payment of the Agreement the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund, provided, however, that no payment will be made under the Agreement unless and until monies from the Urban Renewal Tax Revenue Fund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marshall County, Iowa to evidence the continuing pledging of the Urban Renewal Tax Revenue Fund and the portion of taxes to be paid into such Fund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved November 28, 2022.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, 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 holding a public hearing and adopting a resolution to approve a Development Agreement with Marshalltown Central Business District, Inc.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk



November 21, 2022

VIA EMAIL

Jessica Kinser
City Administrator/City Hall
Marshalltown, IA

Re: Marshalltown Central Business District, Inc. Development Agreement (Façade)
File No. 422742-50

Dear Jessica:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Marshalltown Central Business District, Inc., followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

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

Please call John Danos, Erin Regan, Severie Orngard, or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Diana Steiner
Alicia Hunter

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

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ 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 14th meeting, with the public hearing to occur on the November 28th 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



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: _____

RESOLUTION OF SUPPORT FOR PROJECT 1 AND PROJECT 2 OF THE CITY OF MARSHALLTOWN APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY FUNDING FOR INFILL FOR SALE HOUSING

WHEREAS, the State of Iowa has received a Community Development Block Grant for the purposes of Disaster Recovery, resulting from the federally declared disaster of the derecho in 2020, that is being administered by the Iowa Economic Development Authority; and

WHEREAS, one of the major program funding goals is to increase the number of housing units, both for sale and for rent, in four Iowa counties, including Marshall County; and

WHEREAS, the grant funding includes a \$100,000 grant per unit in the for-sale program, with a \$25,000 hazard mitigation grant per unit to undertake specific disaster hardening improvements; and

WHEREAS, other grant funding includes up to \$15,000 per unit for qualifying buyers for closing costs and \$5,000 per unit to the City of Marshalltown for grant administration; and

WHEREAS, the grant funding also includes up to \$70,000 per unit for the construction of public infrastructure necessary for a project site; and

WHEREAS, the City of Marshalltown has proposed two infill for sale housing projects which would result in new modular homes being placed on infill lots throughout the community; and

WHEREAS, the two projects involve the following locations:

PROJECT 1	PROJECT 2
1. 506 East Boone Street	8 North 5 th Avenue
2. 506 North 2 nd Street	Parcel 8318-10-279-004 (2500 Block of S. 6 th Street)
3. 101 East Ferner Street	• Lot 1
4. 702 Swayze Street	• Lot 2
5. 510 East Main Street	• Lot 3
6. 817 North 5 th Avenue	• Lot 4
7. 411 West Linn Street	

; and

WHEREAS, the City of Marshalltown Strategic Plan identifies increasing the housing opportunities at all levels and types of housing as an objective; and

WHEREAS, the CDBG-DR grant provides the City of Marshalltown the opportunity to provide new construction, for sale housing opportunities for income qualifying individuals.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MARSHALLTOWN, the application of the City of Marshalltown for infill for sale housing for Project 1, which includes \$1,820,000 in project costs supported with the application of \$1,015,000 in CDBG-DR funds, is hereby supported, and the Mayor, City Clerk and City Administrator are directed to execute the documents necessary for the City of Marshalltown applications; and

BE IT FURTHER RESOLVED, the application of the City of Marshalltown for infill for sale housing for Project 2, which includes \$1,703,000 in project costs supported with the application of \$1,005,000 in CDBG-DR funds including \$280,000 of infrastructure funding for a sanitary sewer line, is hereby supported, and the Mayor, City Clerk and City Administrator are directed to execute the documents necessary for the City of Marshalltown applications.

Passed this 28th 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

**RESOLUTION OF SUPPORT FOR HUEGERICH CONSTRUCTION COMPANY,
HCI50158 INVESTMENT LLC, HUEGERICH HOLDINGS LLC APPLICATIONS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
FUNDING FOR INFILL FOR SALE HOUSING**

WHEREAS, the City of Marshalltown is eligible to apply for multiple projects under the CDBG derecho program; and

WHEREAS, Marshalltown needs additional housing to help the area recover from past disaster events, including the derecho.

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

Section 1. The Huegerich Holdings LLC \$1,430,750 project to build 6 owner occupied townhome units at 1501 S 7th Ave, Marshalltown is approved. The CDBG derecho share of this is estimated at \$860,000. The other funds for the project will be provided by the developer and property sales.

Section 2. The Huegerich Construction Company \$1,479,750 project to build 6 owner occupied townhomes units at 106 N 4th Ave, Marshalltown is approved. The CDBG derecho share of this is estimated at \$860,000. The other funds for the project will be provided by the developer and property sales.

Section 3. The HCI50158 Investment LLC \$5,097,000 project to build 33 rental units at 1807 S 7th Ave, Marshalltown is approved. The CDBG derecho share of this is estimated at \$2,995,000. The other funds for the project will be provided by the developer.

Section 4. The mayor is hereby authorized to sign all forms and documents for the project. The staffing plan includes Region 6 Resource Partners CDBG derecho administration.

Passed this 28th 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

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(The Marshalltown Company)

422742-46

Marshalltown, Iowa

November 28, 2022

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 p.m., on November 28, 2022, in the City Council Chambers, 10 West State Street, Marshalltown, Iowa, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and The Marshalltown Company had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

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 2022-338

Resolution Approving Development Agreement with Marshalltown Company, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal 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, a certain development agreement (the “Agreement”) between the City and Marshalltown Company (the “Company”) has been prepared in connection with the expansion by the Company of its manufacturing facilities and the construction of related storm water system improvements (the “Project”); 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; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on November 28, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

(a) The Project will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Marshalltown Company Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa bearing Marshall County Property Tax Parcel Identification Number 8418-36-108-013.

Section 5. The City hereby pledges to the payment of the Agreement the Marshalltown Company Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Marshalltown Company Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marshall County to evidence the continuing pledging of the Marshalltown Company Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.
Passed and approved November 28, 2022.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, 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 holding a public hearing and adopting a resolution to approve a Development Agreement with Marshalltown Company.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

November 22, 2022

VIA EMAIL

Jessica Kinser
City Administrator/City Hall
Marshalltown, IA

Re: Marshalltown Company Development Agreement (Marshalltown Company)
File No. 422742-46

Dear Jessica:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with The Marshalltown Company, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

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

Please call John Danos, Erin Regan, Severie Orngard, or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Diana Steiner
Alicia Hunter

DEVELOPMENT AGREEMENT

This Development Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Marshalltown Company (the “Company”) as of the ____ day of _____, 2022 (the “Commencement Date”).

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the expansion of its manufacturing facilities (the “Project”) on the Property including (i) 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 1 Project”); and (ii) a building addition that extends the building from the south end of the Phase I Project to Linn Street (the “Phase 2 Project”); and

WHEREAS, the Company has proposed to undertake the construction of certain public infrastructure improvements (the “Public Infrastructure Project”) necessary to support the Project; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing the Project and the Public Infrastructure Project; and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues, as herein defined, under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2021 (the “Base Valuation”); 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;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Operation. The Company agrees to construct the Project on the Property. Furthermore, the Company agrees to invest not less than \$12,000,000 into capital improvements for the Project, including construction work and other furnishings. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City. The Site Plan is attached hereto as Exhibit B. The Company has constructed the Phase 1 Project. The Company agrees complete the Phase 2 Project by no later than December 31, 2025.

The Company agrees to ensure that the completed Project is used in its business operations throughout the Term, as hereinafter defined, of this Agreement (the “Business Operations Requirement”). It is anticipated that the Company will create at least twenty (20) new jobs upon completion of the Phase 1 Project, and it is further anticipated that the Company will create an additional twenty (20) new jobs upon completion of the Phase 2 Project.

The Company further agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Business Operations Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2023, demonstrating that the Business Operations Requirement is being met by the Company.

3. Public Infrastructure Project Construction. The Company agrees to cause the construction of the Public Infrastructure Project in accordance with the conceptual drawings set forth on Exhibit C hereto. Prior to constructing the Public Infrastructure Project, the Company will submit copies of all engineering documents related to the proposed Public Infrastructure Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations. The Company agrees to cause the completion of the Public Infrastructure Project by no later than December 31, 2025.

The City shall retain all rights to inspect the completed Public Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City’s rights to not accept the work if the Public Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the Public Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Company in writing that such completed improvements meet City requirements; and (iii) the City accepts such Public Infrastructure Project in accordance with State law, the Company will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Public Infrastructure Project, which shall thereafter be maintained by the City.

4. Property Taxes. The Company agrees to make or ensure timely payment of all property taxes as they come due with respect to that portion of the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

5. No Abatement; No Property Tax Exemption. The Company agrees that it will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property throughout the Term (as hereinafter defined) including the property to be leased, sold, transferred

to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa. A determination by the City Council to not obligate funds for any particular fiscal year's Payment under Section B.1 below shall render this, Section A.5 of this Agreement, null and void and the Company may then seek any tax exemption deferral or abatement that it may be entitled to. The Company acknowledges that the total, aggregate amount of the Payments made under Section B.1 below will be reduced to the extent that the Company seeks tax exemption under this Section A.5.

6. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2023, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Marshall County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.6. **Further, the Company acknowledges that, in lieu of submitting a Company's Estimate for the Payments (as defined in Section B.1 below) coming due in the City's 2023-2024 fiscal year, the City will make the necessary calculations hereunder for the certification that must be completed prior to December 1, 2022 (pursuant to Section B.4 below), in order for the Company to receive the first Payments in the City's 2023-2024 fiscal year.**

7. Default Provisions.

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Phase 1 Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to comply with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.

- (iii) Failure by the Company to complete construction of the Public Infrastructure Project pursuant to the terms and conditions of this Agreement.
- (iv) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (v) Failure by the Company to comply with Sections A.2, A.3, A.5 and A.6 of this Agreement.
- (vi) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

8. Legal and Administrative Costs. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the “Maximum Payment Total”) shall not exceed \$2,900,000. To the extent that the Company fails to satisfactorily complete the Public Infrastructure Project by December 31, 2025, the Maximum Payment Total shall be reduced to \$275,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Marshall County Treasurer attributable to the taxable valuation of the Property.

It is assumed that the full taxable valuation from the Phase 1 Project went on the property tax rolls as of January 1, 2022. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2023 and continuing to, and including, June 1, 2033, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2022, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.6 above, provided however that no Payment shall be made after June 1, 2033.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2023 and on June 1, 2024, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2022). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Marshall County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Marshall County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2033.

4. Choice of Law. 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 the Company 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 Company

By: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa bearing Marshall County Property Tax Parcel Identification Number 8418-36-108-013.

EXHIBIT B
SITE PLAN

EXHIBIT C
**TIMELINE AND SPECIFICATIONS FOR PUBLIC INFRASTRUCTURE
PROJECT**

EXHIBIT D
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 2021):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =
\$_____ (the "Company's Estimate")

**RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL
TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF
ANNUAL APPROPRIATION TAX INCREMENT FINANCED
OBLIGATIONS WHICH SHALL COME DUE IN THE NEXT
SUCCEEDING FISCAL YEAR FOR URBAN RENEWAL AREA 2**

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 City of Marshalltown Urban Renewal Area 2_(the “Urban Renewal Area”); and

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

WHEREAS, the City has scheduled annual payments in the amount not to exceed \$121,000 which shall come due in the fiscal year beginning July 1, 2023 with respect to the City’s Development Agreement with Marshalltown Company dated October 28, 2019; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the annual payment, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal year beginning July 1, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the annual appropriation not to exceed \$121,000 in incremental taxes to Marshalltown Company is hereby approved; and

BE IT FURTHER RESOLVED, the Finance Director is hereby directed to submit this annual appropriation as part of the December 1, 2022, tax increment financing certification to Marshall County.

Passed this 28th 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 23, 2022
RE: Annual Appropriation Resolutions

Policy Issue: City Council must authorize an annual appropriation of TIF in order to certify it as debt for the following year.

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action:

Recommendation: Approve the resolutions as proposed

Budget Impact: See each resolution for the appropriation amount

Description/Background: The City of Marshalltown has started to include annual appropriation language in all new tax increment financing (TIF) development agreements. The fundamental reason behind this is to not have to count the total amount of any new development agreements against the debt capacity of the City. The agenda includes resolutions approving an annual appropriation for three Urban Renewal Areas.

Urban Renewal Area 2- This is an annual appropriation for Marshalltown Company based on the proposed development agreement on the agenda.

Urban Renewal Area 3- The annual appropriations for this urban renewal area only includes McFarland Clinic, which will start the 10 year clock with this first appropriation.

Urban Renewal Area 4- This area (downtown) has the most new development agreements, and therefore the most annual appropriations. Supermarket Villachuato is in the second annual appropriation of 10 years, while both Marshalltown Lofts and the Hopkins/Willard Building project are each in their first year of annual appropriations.

It is recommended the Council approve each of these resolutions to act in good faith which each of the developments.

CITY COUNCIL

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



**RESOLUTION AUTHORIZING CERTIFICATION OF CODE OF IOWA
403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS TO THE
COUNTY AUDITOR FOR EACH URBAN RENEWAL AREA WITHIN THE
CITY OF MARSHALLTOWN FOR FY24**

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

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

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

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

Passed this 28th 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: 11/23/2022
RE: TIF Programs

Policy Issue: Authorizing loans to TIF programs and TIF certifications to the County Auditor

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Maintain a financially healthy organization.

Recommendation: Staff recommend approving the annual Tax Incentive Financing (TIF) certifications to the County for FY2024. This is due to the Marshall County Auditor by December 1, 2022

Budget Impact: This certification provides TIF revenue collected by the County through property taxes that then pays for development agreements, bond payments, legal fees, and other agreements that are related to TIF activity.

Description/Background: The Finance Department has prepared the documents for the certification to the County and is requesting your review and approval. The TIF funds will be collected by the County and remitted to the City in fiscal year 2024. Form 1 and 1.1 is the new debt we are certifying to the County for current or future years. In the past, new development agreements or new bond issuances related to TIF were certified for the full amount of the agreement on Form 1.1. However, now that new development agreements require an annual appropriation, just the amount that will be spent in FY24 is listed. The exception is if the certification from a prior year was a different amount than what was estimated. In those instances, the certified amount is adjusted so cumulatively the amount is correct. On Form 2, we request the amount we will need in FY24 to pay out or to make adjustments from prior certifications. Form 3 is used to decertify agreements/loans that have been completed and interest income earned during the previous fiscal year.

Some new items of interest are:

*For URA 2-4, we are requesting to certify funds for administrative costs for time spent by the Finance Director and City Administrator for working on annual TIF certifications, the Annual Urban Renewal Report, façade/code grant reviews and payment processing, etc.

*For the Urban Renewal Area 2 Eastside, we are requesting \$121,000 to start paying the new development agreement with Marshalltown Company that has an annual appropriation requirement. Please note that when there is an annual appropriation requirement, the part of the development

CITY COUNCIL

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



agreement that counts towards our debt capacity is only the 1-year payment instead of the entire amount outstanding.

*For the Urban Renewal Area 3 Retail Southside, we are requesting \$18,000 to pay the new development agreement with McFarland Clinic that has an annual appropriation requirement.

*For the Urban Renewal Area 4 Uptown, we are requesting \$203,200 for Willard-Hopkins, \$80,000 for Marshalltown Lofts, and \$92,000 for Jose Angel Regalado for development agreements that have an annual appropriation requirement.

*For the Urban Renewal Area 7, we are requesting reimburse for Bolton & Menk invoices related to the legal description of that area.

Below are the projected cash balances at the end of 6/30/2024 with the amount of TIF revenue we are requesting from the County.

TIF	East Side #2 32301	Southside #3 32201 Retail	Uptown #4 32401	URA #7	TOTAL
Projected Cash Balance 6/30/2023	(455.44)	10,778.34	(27,686.17)	-	(17,363.27)
Add revenues:					
Property taxes as certified	281,275.00	153,328.00	676,716.00	3,022.00	1,114,341.00
Interest (est)	-	200.00	-	-	200.00
	281,275.00	153,528.00	676,716.00	3,022.00	1,114,541.00
Subtract Expenses:					
2020A Bonds		630.00	81,830.00		82,460.00
2012A Bonds		29,350.00	154,088.00		183,438.00
2015 Bonds	59,908.00				59,908.00
Dorsey & Whitney Inv 37442531 pd FY22 certified in FY24	7,594.00				7,594.00
Dorsey & Whitney Inv 3744254 pd FY22			7,737.50		7,737.50
Bolton & Menk Invoices pd in FY22				3,022.00	3,022.00
City Administration Fee	773.00	928.00	7,860.00		9,561.00
MCBD Main Street (LOST for FY24)			-	-	-
Façade & Code grants unassigned			50,000.00		50,000.00
Chamber \$50:\$250K		50,000.00			50,000.00
Menards	92,374.00				92,374.00
Marshalltown Company	120,149.00				120,149.00
Marshallgaam:Holiday Inn	-	45,940.00			45,940.00
McFarland Clinic		17,969.00			17,969.00
Teamwork-1 for Bobcat Academy		8,968.12			8,968.12
Hopkins & Willards			203,200.00		203,200.00
Marshalltown Lofts			79,417.00		79,417.00
Regalado - Grocery store		-	60,726.00		60,726.00
	280,798.00	153,785.12	644,858.50	3,022.00	1,082,463.62
Projected Cash Balance 6/30/2024	21.56	10,521.22	4,171.33	-	14,714.11

CITY COUNCIL

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



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

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF #2

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

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

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 129,367

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

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

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

Notes/Additional Information:

New annual appropriation for Marshalltown Company- Year 1

New legal fees from Dorsey & Whitney

New City Administrative Staff Time

Continuing Obligations-

-2015 GO Bond Principal and Interest

-Menards Rebate Agreement

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. FY22 Legal Fees from Dorsey & Whitney	11/28/2022	7,594
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Marshalltown Company Development Agreement	11/28/22	121,000
100% rebate of incremental taxes over 10 years, not-to-exceed \$2.9 million for		
reimbursement of infrastructure upgrades and forgoing tax abatement		
ANNUAL APPROPRIATION		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. City Administrative Staff Time	11/28/22	773
Finance Director- \$77.27/hour wages, benefits- 10 hours for annual report, certificatio		
payments, accounting		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 129,367

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

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF #2

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

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

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

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
FY22 Legal Fees Reimbursement: Dorsey & Whitney Invoice 3744253 URPA & Devel Agree with Marshalltown C	7,594
Menards Rebate- 60% of incremental value (18th Ave)	92,000
2015 GO Bond Payment/TIF Portion: Principal: \$58,390; Interest: \$1,518	59,908
Marshalltown Company - Year 1 - 100% of incremental taxes ANNUAL APPROPRIATION	121,000
City Administrative Staff Time	773
TOTAL	281,275

Dated this _____ day of _____, _____

Signature of Authorized Official _____ Telephone _____

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Eside TIF #2

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

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

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

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
Decertify interest received in fiscal year 2022	499
Total Reduction In Indebtedness For This Urban Renewal Area:	499

Dated this _____ day of _____, _____

Signature of Authorized Official	Telephone
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**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail Ag TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

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

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 18,928

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

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

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

Notes/Additional Information:

New ANNUAL APPROPRIATION for McFarland Clinic- Year 1

New City Staff Administrative Time

Continuing Obligations

-2020A GO Bond Interest

-2012A GO Bond Principal and Interest

-Marshalltown Area Chamber of Commerce Economic Development Payment

-Teamwork 1 LLC Rebate

-Marshallgaam Lodging Rebate

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. McFarland Clinic Development Agreement Rebate of 50% of incremental taxes over 10 years, not-to-exceed \$2.4 million ANNUAL APPROPRIATION		18,000
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. City Staff Administrative Time Finance Director - \$77.27/hour wages, benefits- 12 hours for annual report, certification, payments, accounting	11/28/22	928
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 18,928

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

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR**

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Retail TIF & Retail Ag TIF #3

Urban Renewal Area Number: 64108 (Use five-digit Area Number Assigned by the County Auditor)

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

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

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
Marshalltown Area Chamber of Commerce Economic Development Services	50,000
2012A GO Bond - FY24 Principal: 28000, Interest \$1350 = \$29,350	29,350
2020A GO Refunding Bond- FY24 Principal:\$0; Interest: \$630	630
Teamwork-1 LLC Rebate Agreement for Bobcat Academy	8,420
Marshallgaam/Hawkeye Hotels Rebate Agreement for Holiday Inn Express	46,000
McFarland Clinic Rebate Agreement	18,000
City Staff Administrative Time	928
TOTAL	153,328

Dated this _____ day of _____, _____

Signature of Authorized Official _____ Telephone _____

Telephone

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

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

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

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

Urban Renewal Area Indebtedness Not Previously Certified*: \$ **440,798**

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

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

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

Notes/Additional Information:

New Projects/Agreements and Annual Appropriations

- Regalado Development Agreement
- Hopkins Willards Development Agreement
- Marshalltown Lofts Development Agreement
- MCBD Façade and Code Improvement Agreement
- Dorsey & Whitney Invoice, City Staff Administrative Time

Existing Obligations

- 2012A GO Bond Principal and Interest
- 2020A GO Bond Principal and Interest

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Hopkins/Willards Development Agreement Grant of \$508,000 to be paid out in 10 installments ANNUAL APPROPRIATION - CO#1; CO#2; Payment 1- 12/23; Payment 2- 6/24 ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	2/28/2022	203,200
2. Marshalltown Lofts Rebate Agreement 15 year rebate of 100% of incremental taxes, not-to-exceed \$575,000 ANNUAL APPROPRIATION ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	11/28/22	80,000
3. MCBF Incentive Grant Funding Agreement for \$50,000 incremental taxes for 1 year ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	11/28/22	50,000
4. Jose Angel Regalado 100% increment over maximum of 10 years and \$850,000 ANNUAL APPROPRIATION ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	11/28/22	92,000
5. FY22 Dorsey & Whitney Legal Fees - Invoice 3744254 ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	11/28/22	7,738

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

Total For City TIF Form 1.1 Page 1: 432,938

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

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

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. City Staff Administrative Time	11/28/22	7,860
City Administrator - 40 hours, wages and benefits: \$4,305		
Finance Director- 46 hours, wages and benefits: \$3,555		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
7.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
8.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
9.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
10.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 2: 7,860

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

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR**

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Marshalltown Uptown TIF #4

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

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

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

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
2020A GO Bond for 2011B refunding- Principal: \$75,500; Interest: \$3,020 = \$78,520	78,520
2020A GO Bond for 2012A refunding- Interest: \$3,310	3,310
2012A GO Bond portion not refunded: Principal \$147,000, Interest \$7,088 = \$154,088	154,088
Marshalltown Central Business District - Façade and Code Upgrade Grants	50,000
Hopkins/Willards - ANNUAL APPROPRIATION	203,200
Marshalltown Lofts - ANNUAL APPROPRIATION	80,000
Jose Angel Regalado - ANNUAL APPROPRIATION for FY24	61,000
Jose Angel Regalado - ANNUAL APPROPRIATION for FY23 certified \$33,000, should have been \$64,000	31,000
FY22 Dorsey & Whitney Invoice #3744254 URPA & Willard/Hopkins Redevelopment Agreement	7,738
City Staff Administrative Time	7,860
TOTAL	676,716

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

Telephone

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Urban Renewal Area No. 7

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

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

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 3,022

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

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

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

Notes/Additional Information:

Certifying and requesting reimbursement of \$3,022 of administrative fees

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Marshalltown County: MarshallUrban Renewal Area Name: Urban Renewal Area No. 7Urban Renewal Area Number: 00000 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Administrative Fees	11/28/22	3,022
Bolton & Menk- legal description, mapping		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

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

Total For City TIF Form 1.1 Page 1: 3,022

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

Telephone

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

City: Marshalltown County: Marshall

Urban Renewal Area Name: Urban Renewal Area No. 7

Urban Renewal Area Number: 00000 (Use five-digit Area Number Assigned by the County Auditor)

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

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

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
Total Reduction In Indebtedness For This Urban Renewal Area:	0

Dated this _____ day of _____, _____

Signature of Authorized Official	Telephone
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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.

ANTIQUE 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 31st 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 31st 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

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 - Adoption of updated Housing Code including by reference the 2021 International Property Maintenance Code

Policy Issue:

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ 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



AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, CHAPTER 70: GENERAL PROVISIONS TO PROVIDE REGULATIONS FOR AUTOMATED TRAFFIC ENFORCEMENT

WHEREAS, the City Council of the City of Marshalltown, Iowa established Chapter 70: General Provisions on August 14, 1950, to provide regulations for the administration and enforcement of traffic code; and

WHEREAS, on October 24, 2022, the City Council of the City of Marshalltown, Iowa authorized the Marshalltown Police Department to negotiate an agreement for Automated Traffic Enforcement; and

WHEREAS, the City of Marshalltown desires an amendment to the Code of Ordinances to adopt regulations for Automated Traffic Enforcement; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to amend Chapter 70: General Provisions of the City Code of Ordinances.

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

Section 1. The Code of Ordinances is hereby amended by adopting the following sections:

§ 70.012 SCHEDULED FINES FOR VIOLATION OF CERTAIN PROVISIONS.

- A) Violations of sections of this chapter specified in this section shall be scheduled violations, and the scheduled fine for each of those violations shall be as found in state law as it relates to city ordinances. The city has adopted the following ordinances, the violation of which may be considered a scheduled violation:
- 1) For excessive speed violations under Chapter 76, Schedule VIII, division (A) of this code of ordinances, and Automated Traffic Enforcement excessive speed violations under 70.072;

AUTOMATED TRAFFIC ENFORCEMENT (ATE)

§ 70.070 DEFINITIONS.

Automated Traffic Citation. Shall mean a notice of violation generated in connection with the automated traffic enforcement system.

Automated Traffic Enforcement Contractor. Shall mean the company or entity, if any, with which the City of Marshalltown contracts to provide equipment and/or services in connection with the Automated Traffic Enforcement System.

Automated Traffic Enforcement System. Shall mean an electronic system consisting of a photographic, video, or electronic camera and a vehicle sensor installed to work in conjunction with an official traffic controller or police department employee to automatically produce photographs, video, or digital images of each vehicle violating a standard traffic control device or speed restriction.

Vehicle Owner. Shall mean the person or entity identified by the Iowa Department of Transportation or identified by any other state vehicle registration office, as the registered owner of a vehicle detected violating traffic law by failing to obey speed regulations within the City. Notwithstanding the foregoing, in the event the Iowa Department of Transportation or any other State vehicle registration office identifies a person or entity as the lessee of the vehicle, that lessee shall be the vehicle owner for purposes of this subsection. In the event, a state registration office does not specify whether a person or entity listed on the registration for the vehicle is the owner or the lessee of the vehicle, any person or entity listed on that vehicle registration may be deemed the vehicle owner and held jointly and respectively responsible for a violation of this section.

§ 70.071 GENERAL.

The City of Marshalltown, in accordance with its police powers, may deploy, erect or cause to be erected an automated traffic enforcement system for capturing images of motor vehicles that violate traffic laws by failing to obey speed regulations within the City. The system may be managed by a private contractor that owns and operates the requisite equipment. The Police Chief shall retain supervisory control over the system and, with prior City Council approval, shall determine the exact deployment of the system components throughout the City. The contractor shall provide photographic and/or video images of any potential violations to the police department to review and, in the event the police department determines a vehicle was operated in violation of the City's traffic code ordinances, the police department shall direct that a notice of Automated Traffic Citation be issued to the vehicle owner in accordance with the provisions of this Section.

§ 70.072 VEHICLE OWNER SUBJECT TO CIVIL FINE FOR AUTOMATED TRAFFIC CITATIONS.

- A) If a vehicle is detected traveling at a speed above the posted limit, the Vehicle Owner shall be subject to a civil fine as scheduled below in subsection 70.074.
- B) Exemptions from this section are outlined in subsection 70.077, and shall not be considered violations for purposes of the Automated Traffic Enforcement System.
- C) In no event will an Automated Traffic Citation be sent or reported to the Iowa Department of Transportation or a similar department of any other state for the purpose of being added to the Vehicle Owner's driving record.

§ 70.073 NOTICE OF AUTOMATED TRAFFIC CITATION.

- A) Upon a Marshalltown Police Officer's determination that the Automated Traffic Enforcement System has detected a violation described in subsection 70.072, a notice of an Automated Traffic Citation will be mailed to the Vehicle Owner for each such violation recorded by the Automated Traffic Enforcement System. The Automated Traffic Enforcement Contractor shall mail the notice within 10 days of receiving information about the Vehicle Owner. The notice shall include the name and address of the Vehicle Owner; the vehicle make if available and readily discernable; the vehicle registration number; the violation alleged; the time, date, and location of the alleged violation; the applicable fine; information as to how the Automated Traffic Citation may be challenged; and that the basis of the notice is a photographic or video record generated by an Automated Traffic Enforcement System.

§ 70.074 FINES.

- A) Any violation of subsection 70.072 above shall be subject to a civil fine as scheduled in the table below, and the fine for any violation committed in a designated construction zone as provided by the Code of Iowa shall be doubled with a maximum fine of \$750, as scheduled below, subject in any event to the limit on fines sought in municipal infractions.

Speed Over the Limit	Civil Fine	Construction Zone Fine
11 through 20 MPH	\$100	\$200
21 through 25 MPH	\$150	\$300
26 through 30 MPH	\$250	\$500
Over 30 MPH	\$400	\$750

§ 70.075 CHALLENGING AN AUTOMATED TRAFFIC CITATION.

Within 30 days from the date appearing at the top of a notice of Automated Traffic Citation sent to the Vehicle Owner, the Vehicle Owner may either pay the fee associated with the citation or challenge the citation by submitting a written challenge to the citation or requesting that a municipal infraction be filed pursuant to Iowa Code §364.22, as amended. Any such written challenge or request must be on a form specified by and available from the City as indicated on the notice, and be sent to the City according to the instructions on the form. Upon receipt of a written challenge, a Marshalltown Police Officer shall determine whether the citation should be rescinded. Within 15 days after the City receives such a challenge, the City shall notify the Vehicle Owner whether the challenge to the Automated Traffic Citation is granted, in which case, the citation shall be rescinded. Otherwise, the citation shall stand. Thereafter, the City may seek voluntary payment and/or file the citation as a municipal infraction against the Vehicle Owner.

§ 70.076 FAILURE TO TIMELY PAY OR CHALLENGE AUTOMATED TRAFFIC CITATION.

If the recipient of an Automated Traffic Citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein above, the City may conduct collection procedures in accordance with all applicable laws. The City holds the right to file a municipal infraction against the Vehicle Owner in accordance with the City of Marshalltown Code Chapter 70 and §364.22 of the Code of Iowa as amended, seeking judgment for the applicable civil fine provided in subsections 70.074 (B) and 70.074 (C) above, plus State mandated filing fee and court costs. If a judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment together with interest as permitted by law.

§ 70.077 EXEMPTIONS FROM SECTION 70.072.

The following shall not be considered violations for purposes of the Automated Traffic Enforcement System.

- A) The operator of the vehicle in question was issued a uniform traffic citation for the violation in question pursuant to Marshalltown Municipal Code Chapter 76 or Chapter 321 of the Code of Iowa.
- B) The violation occurred at any time after the vehicle in question or its State registration plates were reported to a law enforcement agency as having been stolen, provided, however, the

vehicle or its plates had not been recovered by the Vehicle Owner at the time of the alleged violation.

- C) The vehicle in question was an authorized emergency vehicle.
- D) The foregoing list of exemptions from this section shall not be construed as limiting the defenses available to challenge an Automated Traffic Citation or defend a municipal infraction.

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

Section 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 4. WHEN EFFECTIVE. This ordinance shall be in full force and effect after its passage and publication as required 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

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: Captain Christopher Jones
DATE: November 8, 2022
RE: Chapter 70 Ordinance Amendment for Automated Traffic Enforcement Regulations

Policy Issue: Council must adopt ordinance amendments.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☒ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 1: Review policies, procedures, and ordinances for updates.

Recommendation: Approval of the proposed ordinance to implement an automated traffic enforcement program.

Budget Impact: There is no cost to the city to implement the program which will result in generated revenue for the general fund.

Description/Background: Due to limited resources, many local governments have turned to automated traffic enforcement to enforce city ordinance traffic violations without diverting law enforcement resources from other areas. Speeding is a significant problem that negatively impacts the safety of everyone on the road.

By entering into an automated traffic enforcement contract the City of Marshalltown would be required to create an Automated Traffic Enforcement (ATE) ordinance as part of its proposed ATE program.

Working closely with city leadership and Lynch Dallas, P.C., a proposed ordinance was created for council approval. This ordinance was developed by analyzing the needs of the City of Marshalltown in implementing an ATE program in combination with a thorough review of existing city policies received from the following Iowa cities:

- Des Moines
- Cedar Rapids
- Waterloo
- Muscatine
- Oelwein
- Independence
- LeClaire
- Chester

CITY COUNCIL

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



Utilizing existing civil fine structures currently in place within the State of Iowa for ATE and comparing the proposed civil penalties against state-imposed schedule violations for speeding the following civil infraction schedule was developed.

Speed Over the Limit	Civil Fine	Iowa Scheduled Violation
11 through 20 MPH	\$100	\$175.75 - \$193.00
21 through 25 MPH	\$150	\$216.00-\$239.00
26 through 30 MPH	\$250	\$244.00-\$267.75
Over 30 MPH	\$400	\$5 each mile per hour over

*Iowa scheduled violation total includes mandatory court cost and a 15% surcharge

All imposed fines are considered civil penalties and will not be distributed to the Iowa Department of Transportation or a violator's insurance provider.

Challenges to issued violations will be handled through an administrative review and municipal infraction process to ensure due process.

Non-payment of penalties will be entered into a collections process dictated by the City of Marshalltown.

CITY COUNCIL

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



MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: November 22, 2022
RE: Downtown Site Furnishings

The start of the Downtown Implementation Plan work on State Street was the beginning of a discussion for the site furnishings—benches, bike racks, trash cans – for all of downtown moving forward. A group consisting of Deb Millizer (MCBD), Deb Borton (Martha-Ellen Tye Foundation), Amber Danielson (Arts & Culture Alliance), and City staff (Alicia, Geoff, Michelle, and Heather) met in August to go through the many different options to make Downtown Marshalltown a unique, creative destination. This meeting lasted more than two hours and resulted in the proposal before you tonight of the Parc Vue bench, Tonya trash receptacle, and the Bike Garden.

Originally we were discussing only making purchases for State Street, but decided to look at the bigger picture, knowing the same furnishings would be on Main Street as well. The table below shows the costs and quantities by project. Main Street, both east and west, has significantly more opportunities for site furnishings than State Street.

		State Street		Main Street	
	Cost	#	Total Cost	#	Total Cost
Parc Vue Bench- Backed	\$1,960	2	\$ 3,920	17	\$ 33,320
Parc Vue Bench- Backless	\$1,590	2	\$ 3,180	8	\$ 12,720
Tonyo Litter Receptacle	\$2,201	6	\$ 13,206	12	\$ 26,412
Bike Garden	\$1,971	5	\$ 9,855	8	\$ 15,768
Total			\$ 30,161		\$ 88,220
Contingency (10%)			\$ 3,016		\$ 8,822
Freight			\$ 5,000		\$ 10,000
Total			\$ 38,177		\$ 107,042

The costs for State Street are fully funded with the \$25,000 from the T-Mobile grant and funding from the Martha-Ellen Tye Foundation. However, no funding exists for Main Street. We also do not have funding for site furnishings in the Veterans Courtyard and would like to include those in this order as well. The cost for four benches, one garbage can and one bike rack are an additional \$11,272.

In order to proceed with an order that covers the most territory, **I would recommend the Council make a motion to bring a resolution forward on the December 12th meeting to dedicate not-to-exceed \$120,000 for the purchase of the site furnishings for Main Street.**

Pricing is set to increase 3-5% after the first of the year, so an order before the end of December is one way to help contain some costs moving forward.

City Council

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





Warp Pattern

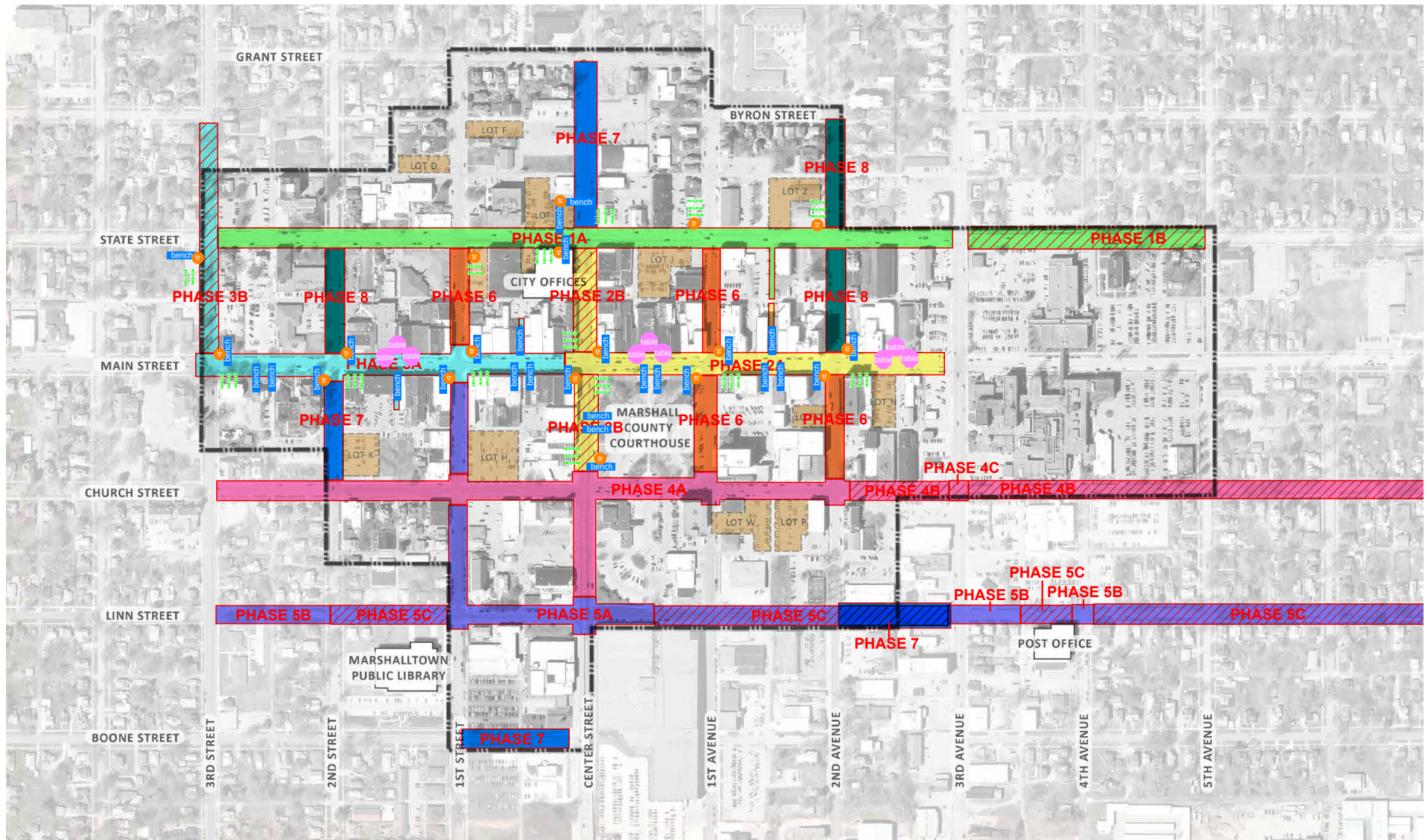


Figure 10: Implementation Phasing Plan

PHASE 1,2 + 3 SITE FURNISHINGS:

BENCHES: 29
 TRASH RECEPTACLES: 18
 BIKE RACKS: 40
 TABLES W/ CHAIRS: 9

Local Option Sales Tax (L.O.S.T) Balances Updated Nov 18 2022	LOST- Prop. Tax Relief	LOST- Council Designated	LOST- Capital Projects STREET/STORM WATER	TOTAL FUND 121
Fund balance 6/30/2022	1,810,778	3,143,395	1,700,459	6,654,632
Budgeted L.O.S.T. Revenues (78% Relief, 22% Council)	3,276,000	924,000	-	4,200,000
Interest on Investments	18,000	16,000		34,000
Sub-Total Revenues	3,294,000	940,000	-	4,234,000
Buy down property tax levy-current revenues (Trsf to fund 200 Debt)	(3,276,000)			(3,276,000)
Buy down property tax levy-fund bal	(365,775)			(365,775)
Cash Flow reserve 16% (goal is 20%). Every 1% is \$170K		(91,512)		(91,512)
Fireworks		(5,000)		(5,000)
Transfer to Fund 311: Edgewood Extension (incl \$108,854.16 N. 5th Ave land purchase)			(689,030)	(689,030)
Transfer to Fund 395 for S. 7th Ave extension (Discussed 5/24/21)		(5,131)	(279,104)	(284,235)
City Centre Parking Lot (discussed 1/31/22, use LOST instead of bond funds)		(71,500)		(71,500)
Transfer to Fund 132/340 - Bike Trail Engineering & Design FY19 \$8401.50: \$65,000		(56,599)		(56,599)
Transfer to Fund 395: Creekside Estates Street Construction FY23 \$380,793:\$403,572			(380,793)	(380,793)
Transfer to Fund 311: Edgewood Extension			(357,060)	(357,060)
Transfer to Fund 132: Downtown Revitalization (DTR) grant \$500,000 total split between FY		(467,091)		(467,091)
Police/Fire recruitment video \$5,000:10,000		(5,000)		(5,000)
Marketing \$40,000 split between FY & Mediacom/VISION split		(15,219)		(15,219)
New Home Buyer Incentive (100 homes @ \$2500/each)		(250,000)		(250,000)
Sidewalk Improvement citizen reimbursemet (Res.2020-076)		(50,000)		(50,000)
Downtown New Construction Incentive Hopkins Elevator		(50,000)		(50,000)
Downtown New Construction Incentive Uncommitted		(50,000)		(50,000)
Res 2022-077 AARP Grant match for Coliseum display cabinets if grant awarded \$19K		-		-
Coliseum Veterans Gallery cabinets (Res 2022-217)		(43,000)		(43,000)
National Community Survey		(20,495)		(20,495)
Simms Co. Renovation 26 E. Main St.		(100,000)		(100,000)
Holiday Wreaths (Res 2022-218)		(8,000)		(8,000)
Police safety cameras		(150,000)		(150,000)
Cemetery Well		(45,000)		(45,000)
Wage study		(50,000)		(50,000)
Res 2022-294 Stump & Ash Tree Removal		(75,000)		(75,000)
MCBD operations (for FY24: fund here instead of TIF)		(95,000)		(95,000)
River's Edge Trail paving 1.78 miles for grant application Destination Iowa not awarded-keep on for now		(250,000)		(250,000)
Total Budgeted Expenses	(3,641,775)	(1,953,547)	(1,705,987)	(7,301,309)
Projected Fund balance 6/30/2023	1,463,003	2,129,848	(5,528)	3,587,323

Proposal for Use of a Franchise Fee

Three City Council members (Isom, Schneider, Walker) and Mayor Greer met to discuss the ways in which a Franchise Fee could be used and how to enact such a fee. The goal of this proposal is to increase the funding available for use on essential City services and enhance infrastructure upgrades throughout the community.

Proposed Use of Funds

Iowa Code section 384.3A provides multiple ways in which a Franchise Fee can be used within a community. The City can pursue a franchise fee of no more than 5 percent, and that is what is proposed. A 5 percent fee will allow the City to maintain current property tax relief dollars while also making drastic improvements in streets and operations. With one percent equating to approximately \$525,000, a 5 percent fee is estimated to generate \$2.625 million dollars annually.

The City of Marshalltown is putting out an **S.O.S. (Streets, Operations, Safety)** and providing a long-term vision to fund vital parts of our community's infrastructure.

- **Streets – Addressing the Top Citizen Concern**
 - o \$1.8 million annually (~70% of franchise fee)
 - o **\$35 million in street improvements in 5 years**
 - o Prioritized list with ward-specific projects
 - o Work to kick-off in 2024
- **Operations – Setting the Example for Building Maintenance**
 - o \$227,500 annually (~10% of franchise fee)
 - o \$25 million of new/renovated facilities since 2016
 - o Build community pride
- **Safety – Protecting Our Biggest Asset – the Community**
 - o \$227,500 annually (~10% of franchise fee)
 - o Support for K-9 Program, equipment purchases
 - o Increased training opportunities for Police and Fire staff
- **Property Tax Relief – Maintaining a Stable Tax Levy**
 - o \$350,000 (current LOST funding)

Implementation Process

The recommendation is to bring forward the necessary resolutions for the City Council to set a special election on March 7, 2023, in order to allow the voters to provide input on the implementation of the franchise fee starting July 1, 2023. The City must work together with the citizens of Marshalltown on moving the community forward, and calling for a special election as a first step is the best way to show transparency on this item. It

is recommended that both elected officials and City staff work together to host multiple education sessions in February in order to provide information to voters ahead of the election. Staff should also come up with a website, handout and other requested materials to help educate voters on the issue.

The following schedule is proposed for moving forward with a franchise fee:

- December 12, 2022 - City Council considers ballot language for special election
- January/February 2023 – City holds informational sessions throughout the community
- March 7, 2023 – Special election held
- May/June 2023 – Council sets and holds a public hearing for general obligation bond for street improvements
- July 1, 2023 – Franchise fee is implemented

MARSHALLTOWN

I O W A

TO: Mayor, City Council Members, and City Administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: November 28, 2022 Meeting

RE: **Brownfields Program Update**

Policy Issue: In 2021 The City was awarded an EPA Brownfields Community-Wide Assessment Grant. As part of the grant we planned to conduct various community outreach activities includes updates to the City Council.

Strategic Plan Goals:

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: partner with others to improve quality of life

Specific Objective/Action:

- *Goal 1 Objective 1:* Support the MCBF and development in the Downtown.

Recommendation: The City contracted with Impact7G to serve as the QEP, Qualified Environmental Professional, to administer this grant and conduct the various environmental assessments. The following items have been completed to date under the grant program.

- Developed the Brownfields Program webpage on the City website – www.marshalltown-ia.gov/brownfields
- Phase I Environmental Site Assessments completed for 7 properties
- Phase II ESA Work Plans completed for 7 properties – EPA approval for 5 properties
- Phase II ESA field work completed for 4 of the 5 EPA approved properties
- Completed Community Involvement Plan at beginning of grant
- Completed generic Quality Assurance Project Plan at beginning of grant
- Completed Brownfields brochure
- Conducted a community survey and collected 400 responses
- July 2022 community visioning event held during Bee Ridiculous Day
- Attended the National Brownfields Conference in August 2022
- In progress of developing design options document for two corners in the downtown.

Budget Impact: The total grant award is \$300,000 and has no matching requirement.

Background: The grant began 9/1/21 and will run through 8/31/24.

Attachment(s): Brownfields Program Brochure.

REQUEST FOR SERVICES

If you have a property that may qualify as a brownfield site and would like it to be considered for an environmental assessment under this grant program, **please contact the City for a redevelopment form.** Priority will be given to sites that are in targeted redevelopment areas such as the Downtown and Highway 14 Corridor where community planning efforts have taken place.



PUBLIC-PRIVATE PARTNERSHIPS

The City of Marshalltown has partnered with Impact7G, an environmental consulting firm based in Johnston, to assist with grant administration and technical elements related to hazardous materials and site assessments. A Qualified Environmental Professional (QEP) is a requirement of EPA brownfield grants.

Other stakeholder agencies and organizations include the Iowa Department of Natural Resources, Astig Planning, Marshalltown Chamber of Commerce, Vision Marshalltown, Marshalltown Main Street, UnityPoint Health, Region 6 Resource Partners, and the Kansas State University Technical Assistance to Brownfields program. These supporters are integral in successful implementation of the Community Involvement Plan, which is a guidebook for **ensuring all voices of the community are heard** in the redevelopment process.

READ THE PLAN

<https://bit.ly/3UoVUKR>



MARSHALLTOWN
MORE THAN EVER



BROWNFIELDS

Community-Wide Assessment Grant

CITY OFFICIAL

Michelle Spohnheimer

Housing & Community Development Director
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Ph: 641-754-5756
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TECHNICAL INFO

Jon Reis

Project Manager
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jreis@impact7g.com

Scan Me!



WHAT IS A BROWNFIELD?

A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential **presence of a hazardous substance, pollutant, or contaminant**. It is estimated that there are more than 450,000 brownfields in the U.S. Cleaning up and reinvesting in these properties increases local tax bases, facilitates job growth, utilizes existing infrastructure, takes development pressures off of undeveloped, open land, and both improves and protects the environment. Source: EPA

WHY MARSHALLTOWN?

The City of Marshalltown received a \$300,000 grant from the U.S. Environmental Protection Agency (EPA) in 2021 for assessing properties in targeted redevelopment areas for potential reinvestment. The comprehensive program pulls together resources from local, state, and federal agencies to help improve our community. **The City is taking an active role in bettering the quality of life** for its residents by identifying, remediating, and revitalizing blighted properties around the city.

Impact7G estimates conducting 20 Phase I Environmental Site Assessments (ESAs) and 3 Phase II ESAs. A Phase I ESA helps a community understand the condition of a property by examining current and historical uses of the site and potential threats to human health or the environment. A Phase II ESA is recommended if the site is revealed to potentially have contamination, which triggers sampling for hazardous substances. Grant funds will also be used to conduct cleanup and area-wide planning initiatives, like community involvement activities. In July of 2022, a Community Visioning event was held during the MCBDBee Ridiculous Day event where residents shared their ideas for how certain brownfield properties should be transformed.



REIMAGINE DOWNTOWN



LEARN MORE:

<https://epa.gov/brownfields>

HOW CAN YOU HELP?

The input of Marshalltown residents is critical to reimagining the future of our community. We encourage all residents with ideas on brownfield redevelopment or those with potential properties to reach out to Michelle Spohnhemier with the City of Marshalltown.