

Public Participation in a City Council Meeting:

The Public Comment portion of the meeting is the time to address the Mayor and City Council on topics not on the agenda. If a member of the public wishes to comment on an item on the agenda, they may do so while that item is being discussed by coming to the microphone and stating your name and address. Comments should be limited to 3 minutes or less and should be addressed to the Mayor and Council as a whole and not individually. Response from elected officials or staff is at the Mayor's discretion.

**CITY OF MARSHALLTOWN COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
JULY 10, 2023, 5:30 PM**

A. CALL TO ORDER**B. PLEDGE OF ALLEGIANCE****C. ROLL CALL**

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

D. 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 meeting laws.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**F. CONSENT AGENDA**

1. APPROVE MINUTES 06/26/23 & 06/29/23 MEETING AND BILL LIST \$1,885,050.07

Documents:

[2023-06-26 SIGNED Council Minutes.pdf](#)
[2023-06-29 SIGNED Council Minutes.pdf](#)
[2023-07-10_BILL LIST Summary.pdf](#)
[2023-07-10_BILL LIST Detail.pdf](#)

2. APPROVE LIQUOR LICENSE RENEWALS

- APPLEBEE'S NEIGHBORHOOD GRILL & BAR, 3101 S CENTER ST
- GIT-N-GO CONVENIENCE STORE #34, 3302 S CENTER ST
- GIT-N-GO CONVENIENCE STORE #35, 902 LINCOLN WAY

3. RECEIPT OF BUILDING & TRADE PERMIT REPORT - JUNE 2023

Documents:

[0623.pdf](#)

4. RESOLUTION 2023-140 APPROVING THE USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX FOR THE NEW CONSTRUCTION INCENTIVE GRANT FOR BETTY'S PROPERTIES, LLC FOR THE CONSTRUCTION OF A PHARMACY

Documents:

[2023-07-10_2023-140_Resolution Authorizing New Construction Grant Bettys Properties.pdf](#)
[2023-07-10_2023-140_Memo Bettys Properties LLC.pdf](#)
[2023-07-10_2023-140_Memo Downtown Pharmacy 02.13.23.pdf](#)

5. RESOLUTION 2023-141 APPROVING A CONSENT TO ASSIGNMENT OF ECONOMIC DEVELOPMENT TAX INCREMENT PAYMENTS AND NEW CONSTRUCTION GRANT FROM BETTY'S PROPERTIES, LLC TO UNITED BANK AND TRUST

Documents:

[2023-07-10_2023-141_Resolution Approving Assignment Bettys Properties to UBT.pdf](#)
[2023-07-10_2023-141_Memo Bettys Properties LLC.pdf](#)
[2023-07-10_2023-141_Bettys Properties TIF Assignment to UBT.pdf](#)
[2023-07-10_2023-141_Bettys Properties New Construction Grant Assignment to UBT.pdf](#)
[2023-07-10_2023-141_2023-03-27_2023-066_SIGNED Development Agreement Bettys Properties LLC.pdf](#)
[2023-07-10_2023-141_2023-03-27_2023-066_SIGNED Hold Hrg Dev Agmt AA - Pharmacy \(Marshalltown-52 2023\).pdf](#)

6. RESOLUTION 2023-142 APPROVING CONTRACT CHANGE ORDER #2 FOR THE 2020 SANITARY SEWER REHABILITATION

PROJECT - CIPP #SAN 21-001, AN INCREASE OF \$73,450.70

Documents:

[2023-07-10_2023-142_Resolution Approving Increase CO2 SAN21001.pdf](#)
[2023-07-10_2023-142_Memo_SAN 21-001 Change Order 2_23 07 10.pdf](#)
[2023-07-10_2023-142_SAN 21-001 Change Order 2_to Cncl.pdf](#)

7. RESOLUTION 2023-143 APPROVING ENGINEER'S STATEMENT OF COMPLETION AND ACCEPTING BOULDER CONTRACTING, LLC FOR THE 2020 BOX CULVERT REPAIR PROJECT #SMW20-003

Documents:

[2023-07-10_2023-143_Resolution Approving Eng Statement of Completion 2020 Box Culvert Repairs.pdf](#)
[2023-07-10_2023-143_Memo_Completion SMW20-003_23 07 10.pdf](#)
[2023-07-10_2023-143_SMW20-003 Completion and Acceptance Forms.pdf](#)

8. RESOLUTION 2023-144 ACCEPTING THE DESTINATION IOWA GRANT AMENDMENT OF \$75,000 FOR CREATIVE PLACEMAKING PROJECT AT THE MARTHA-ELLEN TYE THEATER

Documents:

[2023-07-10_2023-144_Resolution Iowa Destination Funding Amendment.pdf](#)
[2023-07-10_2023-144_Marshalltown Iowa Great Places Grant Award Amendment Notification.pdf](#)

9. RESOLUTION 2023-145 SETTING PUBLIC HEARING FOR AN AMENDMENT TO THE ZONING MAP FOR 201 E MERLE HIBBS BLVD

Documents:

[2023-07-10_2023-145_Resolution to Set PH on Zoning Amendment.pdf](#)
[2023-07-10_2023-145_Memo_Request for City Council to Set Public Hearing_Rezoning of 201 E Merle Hibbs Boulevard.pdf](#)
[2023-07-10_2023-145_Memo_Rezoning Request to PZ.pdf](#)
[2023-07-10_2023-145_201 E Merle Hibbs Boulevard Legal Description.pdf](#)
[2023-07-10_2023-145_Rezoning Application Packet_201 E Merle Hibbs Boulevard.pdf](#)

10. RESOLUTION 2023-146 APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY DEVELOPMENT AGREEMENT FOR CONTRACT 20-DRH-022, 1807 SOUTH 7TH AVENUE, 30-UNIT BUILDING

Documents:

[2023-07-10_2023-146_Resolution Approving CDBG-DR Multi-Family Unit DA.pdf](#)
[2023-07-10_2023-146_2022-11-28_2022-337_SIGNED Resolution of Support for HCI CDBG-DR Application.pdf](#)
[2023-07-10_2023-146_A- DeveloperAgreement 2020 CDBG-DR.pdf](#)
[2023-07-10_2023-146_B - Mortgage Form.pdf](#)
[2023-07-10_2023-146_D - Assignment of Leases and Rents.pdf](#)
[2023-07-10_2023-146_E - Rental Covenants Form.pdf](#)

G. MOTIONS

1. MOTION TO APPROVE NEW CLASS C RETAIL ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR AY CARAMBA, 1803 S CENTER ST

H. ORDINANCES

1. ORDINANCE 15062 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING 93.007 ALCOHOLIC BEVERAGES
3RD READING

Documents:

[2023-07-10_ORDINANCE_15062 Amend 93.007 Alcoholic Beverages.pdf](#)
[2023-07-10_ORDINANCE_15062 Amend 93.007 Alcoholic Beverages_MARKUP.pdf](#)
[2023-07-10_ORDINANCE_15062 Memo Amend 93.007 Alcoholic Beverages.pdf](#)

2. ORDINANCE 15063 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 130: OFFENSES AGAINST PEACE AND SAFETY
3RD READING

Documents:

[2023-07-10_ORDINANCE_15063 Amend CH 130 Offenses Against Peace and Safety.pdf](#)
[2023-07-10 ORDINANCE 15063 Amend CH 130](#)

3. ORDINANCE 15064 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING PROVISIONS OF ORDINANCE 14806 AND THE TABLE OF SPECIAL ORDINANCES, TABLE I: FRANCHISES, WITH INTERSTATE POWER & LIGHT COMPANY FOR AN GAS UTILITY FRANCHISE
3RD READING

Documents:

2023-07-10_ORDINANCE_15064 Franchise Fee Ordinance (Gas) (IPL) (3 Cons) (Marshalltown 53 2023)-v1.pdf
2023-07-10_ORDINANCE_15064 Memo for Franchise Fee.pdf

4. ORDINANCE 15065 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING PROVISIONS OF ORDINANCE 14807 AND THE TABLE OF SPECIAL ORDINANCES, TABLE I: FRANCHISES, WITH INTERSTATE POWER & LIGHT COMPANY FOR AN ELECTRIC UTILITY FRANCHISE
3RD READING

Documents:

2023-07-10_ORDINANCE_15065 Franchise Fee Ordinance (Electric) (IPL) (3 Cons) (Marshalltown 53 2023)-v1.pdf
2023-07-10_ORDINANCE_15065 Memo for Franchise Fee.pdf

5. ORDINANCE 15066 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING THE TABLE OF SPECIAL ORDINANCES, TABLE I: FRANCHISES BY ESTABLISHING A FRANCHISE AGREEMENT WITH CONSUMERS ENERGY COOPERATIVE FOR AN ELECTRIC UTILITY FRANCHISE
3RD READING

Documents:

2023-07-10_ORDINANCE_15066 Franchise Fee Ordinance (Electric) (Consumers) (3 Cons) (Marshalltown 53 2023)-v1.pdf
2023-07-10_ORDINANCE_15066 Memo for Franchise

I. CLOSED SESSION - PERSONNEL

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney.

J. 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 at www.marshalltown-ia.gov.



**MARSHALLTOWN
MORE THAN EVER**

COUNCIL PROCEEDINGS
JUNE 26, 2023

Mayor Greer called the meeting to order at 5:30 pm, June 26, 2023, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, *Walker (*via Go-To-Meeting).

PUBLIC COMMENT

Jim Shaw, 522 N 2nd St, continued his comments about dog attacks and the need to amend the current ordinance.

Mark Eaton, 1007 S 10th Ave recommends a review the city records retention policy for emails as he requested 7 Marshalltown Area Chamber of Commerce Board Meeting agendas and only received 1 since it was past the email retention period.

MAYOR, COUNCIL, ADMINISTRATOR COMMENTS

Mayor Greer recognized Katie Fink from the library for 10 years of service.

CONSENT AGENDA

Motion by Schneider, second by Kell to adopt the consent agenda less item 4: APPROVE MINUTES 06/12/23 MEETING AND BILL LIST \$1,781,145.73; APPROVE LIQUOR LICENSE RENEWALS FOR CENTRAL IOWA FAIRGROUNDS, 1308 E OLIVE ST AND MAMA DIGRADO'S PASTA & PIZZA, 2500 S CENTER ST; APPROVE MAY 2023 FINANCIAL STATEMENTS; RESOLUTION 2023-132 APPROVING 28E INTERAGENCY AGREEMENT BETWEEN IOWA DEPARTMENT OF INSPECTIONS AND APPEALS AND CITY OF MARSHALLTOWN, AGREEMENT EXPIRES AUGUST 22, 2024; RESOLUTION 2023-133 APPROVING CITY FEE SCHEDULE CHANGE TO ELECTRIC VEHICLE CHARGING STATION; RESOLUTION 2023-134 APPROVING CONTRACT CHANGE ORDER #1 FOR THE HEADWORKS AND DIGESTER IMPROVEMENTS PROJECT #WPC21001, AN INCREASE OF \$40,067.69; RESOLUTION 2023-135 APPROVING CONTRACT CHANGE ORDERS #2 THRU #5 FOR THE STATE STREET RECONSTRUCTION PROJECT #STR21004, A DECREASE OF \$4,222.10; RESOLUTION 223-136 ACCEPTING THE REBUILD MARSHALLTOWN FUND GRANT FOR LANDSCAPING ON STATE STREET RECONSTRUCTION PROJECT; RESOLUTION 2023-137 AUTHORIZING FOR THE COVEYANCE OF THE EAST-WEST ALLEY THROUGH THE MILLER MIDDLE SCHOOL PRACTICE FIELD. Motion carried 7-0.

Motion by Schneider, second by Kell to REAPPOINT JAMES LOWRANCE AND ASHTYN BEEK TO THE LIBRARY BOARD OF TRUSTEES, TERM 7/1/23-6/30/29. Public comment: Mark Eaton, 1007 S 10th Ave and Linda Clark, 306 S 2nd Ave opposed the reappointment of the board members. Motion carried, 5-2, Hoop and Thompson dissenting.

REPORTS

David Hicks, YSS Director, gave a quarterly update on the MPACT program. From January to May they responded to 144 calls for service, resulting in 363 contacts and 205 follow-up contacts. 38% of the calls are from frequent contacts. 88% of officers were able to return to the field

following the initial call. 97% of the contacts wanted to engage in services. Staff are working to monetize the value of their services and are working on new training procedures.

MOTIONS

Motion by Schneider, second by Kell to APPROVE 5-DAY ALCOHOL LICENSE FOR MIDNIGHT BALLROOM AT THE CENTRAL IOWA FAIRGROUNDS ARENA FOR A RODEO ON 07/29/23 WITH OUTDOOR SERVICE. Motion carried 6-1, Hoop dissenting.

RESOLUTIONS

Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2023-138 AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND GOVHR USA FOR CITY ADMINISTRATOR RECRUITMENT & SELECTION AND USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX. Councilor Kell advised there was a committee that reviewed the City Administrator applications received directly to the City and there are some viable candidates the council should discuss. Motion by Kell, second by Hoop to table RESOLUTION 2023-138 AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND GOVHR USA FOR CITY ADMINISTRATOR RECRUITMENT & SELECTION AND USE OF COUNCIL-DESIGNATED LOCAL OPTION SALES TAX. Motion carried 5-2, Schneider and Thompson dissenting.

ORDINANCES

Motion by Ladehoff, second by Schneider to adopt the second reading of ORDINANCE 15062 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING 93.007 ALCOHOLIC BEVERAGES. Alicia Hunter, City Clerk advised this amendment requires a public use permit and alcohol license to be obtained in order to have alcohol in the parks. Motion carried 7-0.

Motion by Schneider, second by Isom to adopt the second reading of ORDINANCE 15063 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 130: OFFENSES AGAINST PEACE AND SAFETY. Alicia Hunter, City Clerk advised this amendment reinstates language for offenses from vehicle sirens and tires, repeals outdated weapon requirements, and updates zoning districts for Hunting within City Boundaries. Motion carried 7-0.

Motion by Ladehoff, second by Isom to adopt the second reading of ORDINANCE 15064 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING PROVISIONS OF ORDINANCE 14806 AND THE TABLE OF SPECIAL ORDINANCES, TABLE I: FRANCHISES, WITH INTERSTATE POWER & LIGHT COMPANY FOR AN GAS UTILITY FRANCHISE. Public comments: Mark Eaton, 1007 S 10th Ave, stated the council had the power to put it on the general election but has forced the voters to petition a special election at the cost of \$20,000. Harley Murra, 1004 Ratcliffe Dr, feels we shouldn't have to have a special election, there are plenty of ways to cut the budget and still make road repairs. Doris Kinnick, 2020 Catalina Place, feels 5% is more than people can afford and they need to represent the citizen. Linda Clark, 306 S 2nd Ave, requested clarification on having a special election. Lyle Hineman, 2804 Arnold Dr, advised there was no one in the crowd in favor

of this. Councilor Isom noted it is a net impact of 4% due to the 1% already charged for local option sales tax. Motion carried 5-2, Hoop and Thompson dissenting.

Motion by Isom, second by Schneider to adopt the second reading of ORDINANCE 15065 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING PROVISIONS OF ORDINANCE 14807 AND THE TABLE OF SPECIAL ORDINANCES, TABLE I: FRANCHISES, WITH INTERSTATE POWER & LIGHT COMPANY FOR AN ELECTRIC UTILITY FRANCHISE. Public comment: Mark Eaton, 1007 S 10th Ave commented on the special election, use of LOST, property tax relief, and borrowing for projects, and feels there are different ways to fund streets. Motion carried 5-2, Hoop and Thompson dissenting.

Motion by Isom, second by Schneider to adopt the second reading of ORDINANCE 15066 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING THE TABLE OF SPECIAL ORDINANCES, TABLE I: FRANCHISES BY ESTABLISHING A FRANCHISE AGREEMENT WITH CONSUMERS ENERGY COOPERATIVE FOR AN ELECTRIC UTILITY FRANCHISE. Councilor Thompson stated only 18% of the cities in Iowa that have a franchise fee, have it set at 5%. He may have supported this effort if it was a lower percentage. Public comment: Mark Eaton, 1007 S 10th Ave asked about the sunset on the Interstate Power & Light Company since Consumers Energy is a new 25-year agreement. Motion carried 5-2, Hoop and Thompson dissenting.

Motion by Isom, second by Schneider to adopt the first reading of ORDINANCE 15067 TO AMEND THE CODE OF ORDINANCE, CITY OF MARSHALLTOWN, IOWA BY AMENDING 53.022 STORM WATER BILLING AND COLLECTION. Alicia Hunter, City Clerk advised this amendment will authorize the Marshalltown Water Works to complete collection processes on unpaid storm sewer only accounts that have gone unpaid. Motion carried 6-1, Thompson dissenting.

Motion by Schneider, second by Kell to waive the second and third readings of ORDINANCE 15067 TO AMEND THE CODE OF ORDINANCE, CITY OF MARSHALLTOWN, IOWA BY AMENDING 53.022 STORM WATER BILLING AND COLLECTION. Motion carried 6-1, Thompson dissenting.

DISCUSSION

Diana Steiner, Finance Director, presented options to increase the balance in the health insurance fund. The city is self-insured with employees paying 15% and the city paying 85% of premiums. Premiums were increased in January by 11.5%. Options presented included a 10% increase in premiums with transfers from other funds or a 20% premium increase effective in August. Motion by Schneider, second by Kell to proceed with a 10% increase and transfer from other funds. Motion failed, 3-3, Hoop, Ladehoff, Thompson dissenting and Walker not present for the vote. Motion by Thompson, second by Ladehoff to proceed with a 20% increase in premiums. Motion failed 3-4, Isom, Kell, Schneider, and Walker dissenting. Interim City Administrator Bob Fagen, made the parliamentary decision to allow a revote on the first motion since Councilor Walker lost his remote connection during the vote. Motion by Schneider, second by Isom to proceed with a 10% increase and transfer from other funds. Motion carried 4-3, Hoop, Ladehoff, Thompson dissenting.

Interim City Administrator Bob Fagen reviewed the options to make an appointment or call a special election for the 3rd Ward vacancy. Motion by Kell, second by Schneider to proceed with making an appointment for the vacancy but modifying the potential timeline presented to post letters of interest after the week of the 4th of July holiday. Public comment: Mark Eaton, 1007 S 10th Ave, if you go with an appointment it is pointless because the vacancy will be required to go on the special election ballot with the franchise fee. Linda Clark, 306 S 2nd Ave, inquired if it would go on the special election ballot. Alicia Hunter, City Clerk, confirmed the Auditor's Office advised if there is a petition for a special election for the franchise fee then any vacancy would be called on the same election. The motion carried 4-2, Ladehoff and Thompson dissenting and Walker was not present for the vote. Mayor Greer noted Councilor Walker's exemplary service as a 3rd Ward representative and wished him well.

ADJOURNMENT

The meeting adjourned at 6:48 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

COUNCIL PROCEEDINGS
JUNE 29, 2023

Mayor Pro-Tem Ladehoff called the special meeting to order at 5:30 pm, June 29, 2023, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Hoop, Isom (via Go-To-Meeting), Kell, Ladehoff, Thompson; Absent: Schneider, Walker.

RESOLUTIONS

Motion by Kell, second by Ladehoff to adopt RESOLUTION 2023-139 AUTHORIZING A 10% INCREASE IN HEALTH INSURANCE PREMIUMS AND APPROVING THE TRANSFER OF FUNDS TO THE GROUP HEALTH INSURANCE FUND 884. Motion carried 5-0.

CLOSED SESSION

Motion by Kell, second by Hoop to enter into closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22. There may be council action by motion following the closed session if directed by the city's attorney. Motion failed 4-1, Thompson dissenting. Steven Leidinger, City Attorney confirmed a vote to go into a closed session requires an affirmative vote of either two-thirds of the Council members or all of the Council members present at the meeting.

ADJOURNMENT

The meeting adjourned at 5:37 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 07/10/23

Advertising

FirstIntBank/15	1,792.68
Trending.Media/2	129.00

Consulting & Professional Fees

Ciox Health/2	15.00
FirstIntBank/1	75.00
Hawkeye Poly/1	350.00
Iowa.One.Call/3	393.50
Lynch.Dallas.PC/4	4,964.38
WHKS.Co/1	1,243.42

Contracts

AAA.Septic/1	235.00
Aqua-AerobicSys/1	23,959.96
ARL/2	6,933.33
BDH/31	10,022.29
BG.HVAC.INC/1	17,684.80
City.Laundering/2	123.82
CTI Ready Mix/1	406.00
Emer Food Box/1	20,055.00
FirstIntBank/3	555.52
Fisher Gov Foun/1	8,333.33
Hometown Vet/1	375.81
K&W Electric/1	40,755.00
Koch.Office/1	105.03
Marco.Holdings/1	270.00
Premier.Equip/1	59.00
RDG.Planning/1	3,211.14
Region 6/1	9,255.00
Safe Building/1	5,420.00
Stericycle.Inc/2	173.53
Sterling.Fire/1	235.00
Stone.Sanit/9	2,107.50
TotalAdmin.Serv/5	1,551.12
Veenstra & Kimm/1	16,778.50
Wandering Creek/1	1,500.00
Xerox.Corp/1	40.21

Library Books

FirstIntBank/48	2,873.40
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Medical

HARTFORD.ACCTS/2	6,671.58
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Payroll.Net

Payroll/1	348,336.71
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Refund/Reimbursed

A.Ruben/1	51.31
Adelmund, Carol/1	31.95
Akins, Debra/1	22.18
Avila, Mayra/1	39.63
Brown, Donna/1	135.00
Chavarria,Oscar/1	42.59
Deimerly-Sny,A/1	38.87
Dillingham,D/1	51.31
Dolash, Cari/1	67.82
Dunn,M/1	77.49
Ealy, Kyler/1	31.95
FirstIntBank/26	256.46

Haynes, Marques/1	21.98
Johnston, Katie/1	23.07
Manship, Angela/1	37.86
Maravilla,Maria/1	51.66
Martin,Meredith/1	51.31
Matlock,J/1	77.49
McDowell,S/1	119.32
Roe,A/1	69.33

Rents/Leases

201 E Main MT/14	4,103.00
6 Pack Propert/1	431.00
A.White/1	332.00
Ackley.Housing/2	279.00
Alejo, Jerry/1	164.00
AMES,STEVEN/1	329.00
Arrowhead Homes/1	384.00
Barnes,L/1	274.00
BJ&J.LLC/1	243.00
BLOOD,A/1	421.00
BOC Properties/1	467.00
Borota,K/2	751.00
Brodin,C/1	58.00
Brown,L/1	316.00
Buchanan,Steven/1	252.00
Buckaroo.LLC/2	937.00
Chedester,James/1	400.00
CIRSI/6	517.00
CMHC.INVEST/1	230.00
Colson, Mary/2	383.00
Crestview Apts/22	8,213.00
D.D.Rentals/5	2,306.00
Daters, Toni Ra/1	410.00
DC Brown Rental/1	277.00
Double.D.Entrp/1	84.00
Douglas Ter Apt/2	1,310.00
ECKLOR,S/1	863.00
Elwayne.Inc./4	923.00
Engel, Drew/1	479.00
EPC LLC/4	1,012.00
Etter, W/1	582.00
Eubanks,C/1	262.00
Frese.Propts/1	270.00
Friendly.Valley/1	62.00
Gonzales,G/1	181.00
Gorrell, Joseph/1	430.00
Gray,D/3	1,394.00
Gutierrez,Humbe/2	619.00
Hala,J/8	2,325.00
HARRIS,T/1	317.00
Hatch,R/4	1,858.00
Hilltop.Village/4	663.00
Hinmon,Linda/1	260.00
HOWARD,J/1	206.00
HUBBARD.MAPLE/2	407.00
Ibarra-LedezmaR/1	692.00

BILL LIST 07/10/23

JB.I.COOP.Assn/4	1,332.00	Cummins.Service/1	720.00
Judge,M/26	7,429.00	DANS.OVERHEAD.D/1	1,741.00
Kading Prop LLC/3	2,371.00	Dirt.to.Turf/3	1,945.00
Klinefelter,R/1	450.00	Fexsteve Ltd Co/4	87,825.00
Kramer,M/1	138.00	FirstIntBank/65	7,647.10
LAWSON,R/1	93.00	FIRSTNET.ATT/2	812.21
Lawthers.Prop.M/2	1,214.00	Gale-Hazen,K/1	255.00
Lopez, Jaime/1	421.00	Gentry,S/2	55,825.00
LUENSE,B/6	2,233.00	Goken, Briana/1	7.00
Mansager, C/1	370.00	Grewell Lawn/1	1,500.00
Manship,W/1	804.00	Hidalgo,Yesenia/1	10.00
Marion.Manor/2/1	247.00	IA.League.Citie/1	10,454.00
Moore, Michelle/1	372.00	IA.Treasurer/3	18,753.35
Mtown Lofts LLC/16	4,900.00	Johnson.Lawn/2	1,491.00
Mtwn/Westown/23	5,921.00	Logan.Contract/1	4,950.00
Nelson,L/1	266.00	Louis, Marie/1	7.00
North.Tama.Hsg/1	184.00	Lynch.Dallas.PC/1	443.10
Oetker,D/2	351.00	McAtee.Tire/6	187.50
Palisade.Holdng/2	283.00	Mtwn.Wtrwrks/3	9,020.58
Pebworth Homes/1	231.00	Munic.Pipe.Tool/1	749,743.55
Pilot.Creek/1	165.00	ONE.SOURCE/3	100.00
PizanoCisnerosA/1	411.00	Plaehn, Zachary/3	1,675.00
Plymat Jr, Will/1	646.00	PoliceLegalSci/1	4,128.00
Premier.RE.Mgmt/6	3,807.00	Potter, Karlie/1	7.00
PremierIowaCity/7	2,488.00	RAMIREZ,J/1	31.00
Pyramind Prop/2	611.00	Ramirez,Valeria/1	11.00
RA.Rental.Prop/1	442.00	Sandry.Fire.Sup/1	277.50
Ramirez, Sergio/1	388.00	Scarsbrook,Char/1	550.00
RD.Toledo,LLP/1	102.00	Schmudlach,Cody/1	10.00
Redborg,Kirsten/1	275.00	Schwenbach,Sara/1	68.00
Reed,T/5	2,321.00	Steiner,D/6	6.83
River.Birch/4	1,387.00	Velez, Yaralexi/1	13.00
River.Oaks/9	3,965.00	Vung, Cing/1	63.00
RMB Cooperative/3	1,088.00	Werner,Jessica/1	13.00
Roth, Kamaria/1	489.00	Wilson, Colton/1	43.50
S.E.Invst/1	377.00		
Schmidt,M/1	471.00	Supplies/Parts	
Steffensen, G/1	428.00	Acco.Unlimited/1	3,271.40
Sunrise.Apt/1	112.00	Arnold.Motor/8	840.19
Swiff, Scott/1	413.00	Atlantic.Bottli/1	1,355.04
Tallcorn.Tower/20	5,944.00	Atticus Enter/1	212.50
TOWN.APARTMENT/2	301.00	BDH/1	36.70
TTL.C.Hsg/1	788.00	Bitumnous/3	1,618.37
Walker, Angela/1	298.00	Bound.Tree.Medi/1	990.57
Weatherly.Erin/2	507.00	City.Laundering/8	179.78
WEB III Invest/1	550.00	Cntrl.IA.Distr/1	1,052.00
Worent.Inc/1	167.00	Cntrl.IA.Farm/1	44.05
Worsfold Farm/1	384.00	Cntrl.Srvs.Sppy/1	1,042.18
Service/Repairs		CTI Ready Mix/2	1,372.00
Advance.Garage./1	2,500.00	Cummins.Service/1	327.31
Atcher,R/2	2,220.00	Diamond Vogel/3	842.25
Bly,Josh/2	4,462.00	Eurofins Enviro/1	64.10
Century.Link/29	859.82	FirstIntBank/152	24,783.25
Clark,Nicolynne/1	68.00	FIRSTNET.ATT/1	789.85
Cntrl.IA.Farm/1	929.45	Galls.LLC/2	313.58
		Gervich.Sons/3	787.28

BILL LIST 07/10/23

Gillig.LLC/1	403.11
Grimes.Asphalt/1	1,110.00
Hawkeye.Truck/1	293.70
I.L.E.A./1	500.00
IA.D.O.T/1	4,253.20
Logan.Contract/1	22,680.00
Martin.Marietta/1	362.26
McAtee.Tire/3	1,481.01
Menards/15	599.66
Midland.Scienti/5	2,327.77
Mtwn.Co/2	720.84
North Central/1	137.53
Northern.Lights/5	4,027.89
Office.Express/1	25.90
Pickett,Phillip/1	117.65
Shetler,D/2	27.00
ShoBiz,Minutema/1	43.42
Spahn.Rose.Lmbr/1	23.09
Steiner,D/1	2.99
Streichers.Inc/3	1,335.00
Thiesens.Supply/9	380.20
Thompsons True/1	29.36
Vanwall Equip/2	651.15
Wilson, Colton/1	358.36
Taxes Paid	
IA.Treasurer/1	2.86
Travel/Training	
Birdwell,Isaiah/1	416.50
FirstIntBank/37	5,102.71
HEITMAN,P/1	65.15
Utilities	
Alliant.Energy/39	41,809.36
I.R.U.A./1	164.32
Mtwn.Wtrwrks/1	119.74
WoodRiver.Enrgy/3	5,230.87
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./9	1,953.84
Colonial.Life/1	321.13
Fidelity.Securt/2	434.11
FirstIntBank/5	47.42
GutierrezGar, M/1	30.00
I.M.W.C.A/1	13,984.00
I.R.S./6	94,749.13
IA.Treasurer/2	17,314.73
ICMA457Mission/12	15,152.67
Total/1026	1,885,050.07

BILL LIST 07/10/23

Account Number	Vendor Name	Description (Item)	Amount
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 15.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 570.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 443.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 427.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 411.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 385.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 304.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 294.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 249.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 230.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 291.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 227.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 137.00
184.5030.5242.000	201 E Main MT LLC	Assistance	\$ 120.00
184.5030.5242.000	6 Pack Properties LLC	Assistance	\$ 431.00
001.4030.5342.000	AAA SEPTIC SERVICE INC	West End Park toilet rentals 6/25-7/24 FY24	\$ 235.00
001.4045.5607.000	ACCO UNLIMITED CORP	Pool chlorinating solution, conditioner	\$ 3,271.40
184.5030.5242.000	ACKLEY HOUSING INC	Assistance	\$ 233.00
184.5030.5242.000	ACKLEY HOUSING INC	Assistance	\$ 46.00
610.8015.5980.000	Adelmund, Carol	Sewer refund 2023 - pool	\$ 31.95
001.1099.5410.000	Advance Garage Doors Inc	replace garage door opener #4 in sally port	\$ 2,500.00
610.8015.5980.000	Akins, Debra	Sewer refund 2023 - pool	\$ 22.18
184.5030.5242.000	Alejo, Jerry	Assistance	\$ 164.00
001.1099.5481.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$ 10,036.32
001.1099.5482.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$ 244.08
001.2020.5481.000	ALLIANT ENERGY	NE corner S 1st Ave / Church St parking lot	\$ 76.22
001.2080.5481.000	ALLIANT ENERGY	2651 170th St Runway lights	\$ 200.71
001.2080.5481.000	ALLIANT ENERGY	2651 170th St TEMP	\$ 497.55
001.4030.5481.000	ALLIANT ENERGY	311 E ANSON ST PARK	\$ 60.53
001.4030.5481.000	ALLIANT ENERGY	915 S 4th Ave Anson Park	\$ 24.40
001.4030.5481.000	ALLIANT ENERGY	HIGHLAND ACRES RD	\$ 24.69
001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	\$ 15.07
001.4030.5481.000	ALLIANT ENERGY	220 N 13th St Rest room	\$ 40.22
001.4030.5481.000	ALLIANT ENERGY	N 13th St	\$ 71.16
001.4030.5481.000	ALLIANT ENERGY	500 Plaza Hts Rd	\$ 46.15
001.4030.5481.000	ALLIANT ENERGY	KIWANIS PARK	\$ 34.89
001.4045.5481.000	ALLIANT ENERGY	Aquatic Center	\$ 8,306.82
110.2010.5481.000	ALLIANT ENERGY	1600 S Center St irrigation system	\$ 20.64
110.2030.5481.000	ALLIANT ENERGY	S 6TH ST	\$ 47.94
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	\$ 19,214.71
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$ 32.72
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	\$ 39.01
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	\$ 37.22
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	\$ 38.11
110.2030.5481.000	ALLIANT ENERGY	1707 Laurel Dr Viaduct Light	\$ 31.04
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$ 40.98
110.2030.5481.000	ALLIANT ENERGY	N 13th Street lights	\$ 108.81
110.2030.5481.000	ALLIANT ENERGY	25 N 13th St	\$ 51.74
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & SOUTH ST	\$ 46.14
110.2040.5481.000	ALLIANT ENERGY	E ANSON ST CNR 3RD AVE	\$ 57.29
110.2040.5481.000	ALLIANT ENERGY	13 S 13TH ST CNR MAIN	\$ 44.91
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR ANSON	\$ 75.80
110.2040.5481.000	ALLIANT ENERGY	W High St & S 6th St	\$ 28.71
110.2040.5481.000	ALLIANT ENERGY	S 1ST AVE & E ANSON	\$ 64.31
110.2040.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN	\$ 108.93
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR OLIVE	\$ 54.77
110.2040.5481.000	ALLIANT ENERGY	S 6TH ST CNR OLIVE	\$ 37.70
110.2040.5481.000	ALLIANT ENERGY	Westwood Dr cnr Center	\$ 35.00
110.2040.5481.000	ALLIANT ENERGY	W Meadowlane cnr Center	\$ 45.43
142.4030.5481.000	ALLIANT ENERGY	800 S 6TH ST	\$ 1,430.30
610.8016.5481.000	ALLIANT ENERGY	S 2nd St cnr Player	\$ 308.54
610.8016.5481.000	ALLIANT ENERGY	N 22nd St	\$ 129.80
610.8015.5980.000	Amaya, Ruben	Sewer refund 2023 - pool	\$ 51.31
999.1121.000	American Education Services	ACCOUNT #6481652230	\$ 64.41
184.5030.5242.000	AMES, STEVEN	Assistance	\$ 329.00
001.1090.5331.000	ANIMAL RESCUE LEAGUE	July 2023 contract animal care within city limits	\$ 6,666.67
001.1090.5331.000	ANIMAL RESCUE LEAGUE	amount increase for FY 2024 July pymt	\$ 266.66

610.8015.5750.000	AQUA-AEROBIC SYSTEMS INC	SBR Mixer #1 and #2 Float Assembly	\$ 23,959.96
001.1010.5565.000	Arnold Motor Supply	Crime unit vehicle brakes	\$ 107.90
001.1010.5565.000	Arnold Motor Supply	PD Vehicle brakes	\$ 111.78
001.1050.5600.000	Arnold Motor Supply	34# oil dry	\$ 141.83
001.1050.5600.000	Arnold Motor Supply	Fire dept marine battery	\$ 342.43
001.2080.5565.000	Arnold Motor Supply	Airport mower air filter	\$ 27.23
110.2010.5565.000	Arnold Motor Supply	air filters	\$ 30.88
110.2010.5565.000	Arnold Motor Supply	double break chamber #43	\$ 70.94
110.2010.5600.000	Arnold Motor Supply	diaphragm, bolt carr	\$ 7.20
184.5030.5242.000	Arrowhead Homes LLC	Assistance	\$ 384.00
001.4030.5386.000	Atcher, Robert	June Park mowings	\$ 1,620.00
142.4030.5386.000	Atcher, Robert	June MSA contract mowings	\$ 600.00
760.8080.5608.000	ATLANTIC BOTTLING CO	AQ resale products	\$ 1,355.04
341.5010.5609.000	Atticus Enterprises LLC	Park trees	\$ 212.50
610.8015.5980.000	Avila, Mayra	Sewer refund 2023 - pool	\$ 39.63
355.1075.5342.000	B&G HVAC INC	Disconnects for Dangerous Buildings	\$ 17,684.80
184.5030.5242.000	Barnes, Lonnie	Assistance	\$ 274.00
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup & recovery (PD)	\$ 36.00
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$ 79.34
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time 20 hrs PD	\$ 1,266.25
001.1099.5347.000	BDH INFORMATION TECHNOLOGY LLC	Fortigate protection 8/6/23-9/23/24 PD&FD share	\$ 1,654.64
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time 10 hrs Library	\$ 633.13
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	MFA Fortinet through 9/23/2024	\$ 617.10
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Housing remote monitoring/ management	\$ 65.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	remote monitoring and management	\$ 63.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time 50 hrs GF	\$ 3,165.62
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Police remote monitoring/ management	\$ 330.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Standalone advanced SPAM/ virus emailing	\$ 175.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	SentinelOne Singularity Complete Advanced EDR	\$ 160.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Fire dept remote monitoring/ management	\$ 150.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Veeam monthly subscription for Tyler servers	\$ 108.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	City Hall remote monitorin/ management	\$ 105.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Parks remote monitoring/ management	\$ 35.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Coliseum remote monitoring/ management	\$ 30.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Aquatic remote monitoring/ management	\$ 25.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Finance remote monitoring/ management	\$ 25.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Library remote monitoring/ management	\$ 105.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	City Council remote monitoring/ management	\$ 10.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Admin remote monitoring/ management	\$ 20.00
110.2010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PW remote monitoring/ management	\$ 65.00
110.2010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup & recovery (PW)	\$ 18.00
110.2010.5612.000	BDH INFORMATION TECHNOLOGY LLC	Public Works computer replacements July	\$ 36.70
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Engineering remote monitoring/ management	\$ 95.00
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup & recovery (PW)	\$ 18.00
610.8015.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veeam Backup & recovery (WPCP)	\$ 18.00
610.8015.5347.000	BDH INFORMATION TECHNOLOGY LLC	WPCP remote monitoring/ management	\$ 65.00
690.8050.5347.000	BDH INFORMATION TECHNOLOGY LLC	Transit remote monitoring/ management	\$ 15.00
913.1013.5347.000	BDH INFORMATION TECHNOLOGY LLC	MFA Fortinet through 9/23/2024 - 911's share	\$ 42.90
913.1013.5347.000	BDH INFORMATION TECHNOLOGY LLC	Fortigate protection 8/6/23-9/23/24 - 911s share	\$ 827.31
001.1010.5472.000	Birdwell, Isaiah	ILEA mileage 5/1-6/16	\$ 416.50
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$ 537.42
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$ 555.75
110.2010.5617.000	Bitumnous Materials & Supply	emulsified asphalt	\$ 525.20
184.5030.5242.000	BJ&J LLC	Assistance	\$ 243.00
184.5030.5242.000	BLOOD, ALEX	Assistance	\$ 421.00
001.4030.5386.000	Bly, Josh	Parks contract mowings June	\$ 3,480.00
740.8067.5386.000	Bly, Josh	Parks contract mowings June	\$ 982.00
184.5030.5242.000	BOC Properties LLC	Assistance	\$ 467.00
184.5030.5242.000	Borota, Kent	Assistance	\$ 421.00
184.5030.5242.000	Borota, Kent	Assistance	\$ 330.00
001.1050.5630.000	Bound Tree Medical LLC	FD stat padz, glucose gel	\$ 990.57
184.5030.5242.000	BRODIN, CHRIS	Assistance	\$ 58.00
001.4030.5980.000	Brown, Donna	Riverview park bldg rental	\$ 135.00
184.5030.5242.000	BROWN, LARRY & KAREN	Assistance	\$ 316.00
184.5030.5242.000	Buchanan, Steven	Assistance	\$ 252.00
184.5030.5242.000	Buckaroo LLC	Assistance	\$ 491.00
184.5030.5242.000	Buckaroo LLC	Assistance	\$ 446.00
610.8015.5600.000	CENTRAL IOWA DISTRIBUTING INC	WPCP operating & cleaning supplies	\$ 1,052.00
110.2010.5410.000	CENTRAL IOWA FARM STORE INC	Kubota tractor repair	\$ 929.45
110.2010.5600.000	CENTRAL IOWA FARM STORE INC	Kubota tractor repair	\$ 44.05
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$ 110.00

184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$ 102.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$ 58.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$ 24.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$ 115.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Assistance	\$ 108.00
750.8070.5600.000	Central Service & Supply Inc	2 screens for vibratory screen Compost	\$ 1,042.18
001.1010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 120.57
001.1050.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 43.84
001.1070.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.1071.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.1071.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.1075.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.4010.5450.000	CENTURYLINK	Library Analog Backup Lines	\$ 118.54
001.4010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 21.92
001.4030.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.4040.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.4045.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 21.92
001.4065.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.6010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.6012.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.6020.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
001.6021.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 43.87
001.6025.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
110.2010.5450.000	CENTURYLINK	PW backup analog 641-752-4388	\$ 71.12
110.2010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
110.2040.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
110.2060.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
184.5030.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 21.92
610.8015.5450.000	CENTURYLINK	WPCP Backup Analog 752-9779	\$ 118.54
610.8015.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 32.88
610.8016.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 13.15
690.8050.5450.000	CENTURYLINK	PW backup analog 641-752-4388	\$ 47.42
690.8050.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
740.8065.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 8.77
750.8070.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 10.96
610.8015.5980.000	Chavarria, Oscar	Sewer refund 2023 - pool	\$ 42.59
184.5030.5242.000	Chedester, James	Assistance	\$ 400.00
001.1010.5230.000	Ciox Health	basic fee	\$ 7.50
001.1010.5230.000	Ciox Health	basic fee	\$ 7.50
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 8.79
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 8.79
110.2010.5342.000	CITY LAUNDERING COMPANY	Street Dept. -comfort flow	\$ 104.70
110.2010.5342.000	CITY LAUNDERING COMPANY	Street Dept. -comfort flow	\$ 19.12
110.2010.5600.000	CITY LAUNDERING COMPANY	Street Dept. - supplies	\$ 20.24
110.2010.5600.000	CITY LAUNDERING COMPANY	Street Dept. - supplies	\$ 20.24
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$ 23.51
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$ 23.51
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 37.35
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$ 37.35
184.5030.5246.000	Clark, Nicolynne	Assistance	\$ 68.00
184.5030.5242.000	CMHC Investments LLC	Assistance	\$ 230.00
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	\$ 191.92
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 363.23
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 23.07
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 101.59
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.53
999.1133.000	COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 321.13
184.5030.5242.000	Colson, Mary	Assistance	\$ 205.00
184.5030.5242.000	Colson, Mary	Assistance	\$ 178.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 208.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 324.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 331.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 635.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 342.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 393.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 405.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 411.00

184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 411.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 413.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 415.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 345.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 437.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 270.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 415.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 415.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 188.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 421.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 421.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 285.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 303.00
184.5030.5242.000	Crestview Apts LLC	Assistance	\$ 425.00
001.4030.5342.000	CTI Ready Mix Inc	10 W State St	\$ 406.00
740.8065.5600.000	CTI Ready Mix Inc	S 2nd St storm sewer repair	\$ 577.00
740.8065.5600.000	CTI Ready Mix Inc	10th Ave & Lee St storm sewer repair	\$ 795.00
690.8050.5280.000	CUMMINS Sales & Service	Transit Insit lite	\$ 720.00
690.8050.5565.000	CUMMINS Sales & Service	Transit 101 AC gasket kit	\$ 327.31
184.5030.5242.000	D & D RENTALS INC	Assistance	\$ 70.00
184.5030.5242.000	D & D RENTALS INC	Assistance	\$ 1,050.00
184.5030.5242.000	D & D RENTALS INC	Assistance	\$ 422.00
184.5030.5242.000	D & D RENTALS INC	Assistance	\$ 415.00
184.5030.5242.000	D & D RENTALS INC	Assistance	\$ 349.00
001.2080.5410.000	Dans Overhead Doors	Airport Hangar-North Door Repair	\$ 1,741.00
184.5030.5242.000	DATERS, TONI RAE	Assistance	\$ 410.00
184.5030.5242.000	DC Brown Rentals	Assistance	\$ 277.00
610.8015.5980.000	Deimerly-Snyder, Aimee	Sewer refund 2023 - pool	\$ 38.87
001.4030.5611.000	DIAMOND VOGEL INC	Parks paint over graffitti	\$ 100.02
001.4030.5611.000	DIAMOND VOGEL INC	Parks paint	\$ 166.73
110.2010.5628.000	DIAMOND VOGEL INC	glass bead latex, guard	\$ 575.50
610.8015.5980.000	Dillingham, Devin	Sewer refund 2023 - pool	\$ 51.31
001.4030.5386.000	DIRT TO TURF	City contract mowings May	\$ 320.00
110.2010.5386.000	DIRT TO TURF	City contract mowings	\$ 1,225.00
740.8067.5386.000	DIRT TO TURF	City contract mowings	\$ 400.00
610.8015.5980.000	Dolash, Cari	Sewer refund 2023 - pool	\$ 67.82
184.5030.5242.000	DOUBLE D ENTERPRISE	Assistance	\$ 84.00
184.5030.5242.000	Douglas Terrace Apartments LLC	Assistance	\$ 635.00
184.5030.5242.000	Douglas Terrace Apartments LLC	Assistance	\$ 675.00
610.8015.5980.000	DUNN, MIKE	Sewer refund 2023 - pool	\$ 77.49
610.8015.5980.000	Ealy, Kyler	Sewer refund 2023 - pool	\$ 31.95
184.5030.5242.000	Ecklor, Shane	Assistance	\$ 863.00
184.5030.5242.000	ELWAYNE INC	Assistance	\$ 185.00
184.5030.5242.000	ELWAYNE INC	Assistance	\$ 281.00
184.5030.5242.000	ELWAYNE INC	Assistance	\$ 169.00
184.5030.5242.000	ELWAYNE INC	Assistance	\$ 288.00
132.5020.5331.000	Emergency Food Box Inc	Marshalltown Food Pantry	\$ 20,055.00
184.5030.5242.000	Engel, Drew	Assistance	\$ 479.00
184.5030.5242.000	EPC LLC	Assistance	\$ 103.00
184.5030.5242.000	EPC LLC	Assistance	\$ 300.00
184.5030.5242.000	EPC LLC	Assistance	\$ 304.00
184.5030.5242.000	EPC LLC	Assistance	\$ 305.00
184.5030.5242.000	ETTER, WILLIAM	Assistance	\$ 582.00
184.5030.5242.000	EUBANKS, CHAD	Assistance	\$ 262.00
610.8015.5603.000	Eurofins Environment Testing America Holdngs Inc	lab analysis - SBR#2 EColi	\$ 64.10
189.3040.5410.000	FEXSTEVE LIMITED CO	1111 May St payment request #1	\$ 55,950.00
189.3040.5410.000	FEXSTEVE LIMITED CO	413 E Boone St payment request #1	\$ 25,075.00
189.3040.5415.000	FEXSTEVE LIMITED CO	1111 May St payment request #1	\$ 4,400.00
189.3040.5415.000	FEXSTEVE LIMITED CO	413 E Boone St payment request #1	\$ 2,400.00
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 325.46
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$ 108.65
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (0.17)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (0.33)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (0.25)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (17.92)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (17.92)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (17.92)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (17.92)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (17.92)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (0.38)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$ (0.58)

001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$	(0.68)
001.1010.4875.000	First Interstate Bank	bank/vendor savings program	\$	(0.64)
001.1010.5132.000	First Interstate Bank	HOLSTER	\$	30.60
001.1010.5132.000	First Interstate Bank	HELMET MOUNT	\$	40.00
001.1010.5132.000	First Interstate Bank	TACTICAL FLASHLIGHT	\$	130.45
001.1010.5132.000	First Interstate Bank	FLASHLIGHT HOLSTER	\$	45.29
001.1010.5132.000	First Interstate Bank	PISTOL TACO	\$	34.35
001.1010.5132.000	First Interstate Bank	HANDCUFF CASES	\$	62.56
001.1010.5132.000	First Interstate Bank	PATROL BOOTS	\$	93.46
001.1010.5132.000	First Interstate Bank	HANDCUFF CASE	\$	31.28
001.1010.5132.000	First Interstate Bank	DUTY BELT	\$	108.00
001.1010.5132.000	First Interstate Bank	DUTY POLOS	\$	52.68
001.1010.5132.000	First Interstate Bank	HANDCUFF TACO	\$	54.34
001.1010.5132.000	First Interstate Bank	ILEA CLOTHING FOR NEW OFFICER	\$	230.00
001.1010.5132.000	First Interstate Bank	JEANS FOR MIDTF OFFICER	\$	138.10
001.1010.5132.000	First Interstate Bank	PISTOL TACO	\$	61.00
001.1010.5132.000	First Interstate Bank	MAG POUCH & RADIO CASE	\$	111.40
001.1010.5132.000	First Interstate Bank	HANDCUFF TACO	\$	46.70
001.1010.5132.000	First Interstate Bank	MPD LAPEL PINS FOR PATROL	\$	420.00
001.1010.5132.000	First Interstate Bank	RADIO CASE	\$	61.99
001.1010.5230.000	First Interstate Bank	INTEL REQUESTS	\$	75.00
001.1010.5360.000	First Interstate Bank	POSTAGE	\$	19.99
001.1010.5360.000	First Interstate Bank	POSTAGE	\$	50.00
001.1010.5370.000	First Interstate Bank	BUSINESS CARDS FOR WEEKLEY	\$	36.19
001.1010.5462.000	First Interstate Bank	PARKING DURING TRAINING	\$	7.00
001.1010.5462.000	First Interstate Bank	PARKING DURING TRAINING	\$	8.00
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	22.66
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	18.38
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	5.77
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	15.08
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	6.26
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	11.24
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	9.94
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	9.36
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	8.55
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	8.60
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	5.50
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	7.21
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	3.62
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	4.79
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	26.20
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	29.00
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	14.55
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	17.00
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	16.00
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	9.30
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	11.44
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	5.22
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	15.78
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	7.16
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	6.84
001.1010.5464.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	29.00
001.1010.5465.000	First Interstate Bank	Hilton hotels -Warnell conference	\$	207.90
001.1010.5465.000	First Interstate Bank	HOTEL FOR SOLORIO DURING BASIC TRAINING	\$	448.00
001.1010.5465.000	First Interstate Bank	HOTEL FOR SOLORIO DURING BASIC TRAINING	\$	448.00
001.1010.5465.000	First Interstate Bank	HOTEL FOR SOLORIO DURING BASIC TRAINING	\$	448.00
001.1010.5465.000	First Interstate Bank	HOTEL FOR SOLORIO DURING BASIC TRAINING	\$	448.00
001.1010.5465.000	First Interstate Bank	Chris Jones Investigation training	\$	229.00
001.1010.5465.000	First Interstate Bank	HOTEL FOR ALLEN DURING TRAINING	\$	553.28
001.1010.5465.000	First Interstate Bank	HOTEL DURING TRAINING	\$	1,086.08
001.1010.5570.000	First Interstate Bank	FUEL DURING TRAINING	\$	29.87
001.1010.5570.000	First Interstate Bank	FUEL FOR TRANSPORT	\$	32.91
001.1010.5570.000	First Interstate Bank	FUEL TO ILEA GRADUATION	\$	16.50
001.1010.5570.000	First Interstate Bank	FUEL TO ILEA GRADUATION	\$	38.14
001.1010.5570.000	First Interstate Bank	FUEL DURING TRAINING	\$	30.51
001.1010.5570.000	First Interstate Bank	FUEL DURING TRAINING	\$	36.70
001.1010.5570.000	First Interstate Bank	FUEL DURING TRAINING	\$	37.15
001.1010.5570.000	First Interstate Bank	FUEL DURING TRAINING	\$	62.40
001.1010.5570.000	First Interstate Bank	FUEL DURING TRAINING	\$	22.63
001.1010.5570.000	First Interstate Bank	FUEL DURING TRAINING	\$	55.30
001.1010.5570.000	First Interstate Bank	FUEL FOR PATROL	\$	35.28

001.1010.5600.000	First Interstate Bank	SWAT SUPPLIES	\$	125.35
001.1010.5600.000	First Interstate Bank	BATTERIES FOR PATROL	\$	75.00
001.1010.5600.000	First Interstate Bank	BATTERIES FOR PATROL	\$	30.68
001.1010.5600.000	First Interstate Bank	GUN MAINTENANCE SUPPLIES	\$	128.83
001.1010.5600.000	First Interstate Bank	BREAK ROOM SUPPLIES	\$	13.68
001.1010.5600.000	First Interstate Bank	JANITOR SUPPLIES	\$	125.10
001.1010.5600.000	First Interstate Bank	BATTERIES & TOLJET PAPER	\$	289.30
001.1010.5600.000	First Interstate Bank	JANITOR SUPPLIES	\$	316.84
001.1010.5605.000	First Interstate Bank	Amazon printer cartridges	\$	151.44
001.1010.5605.000	First Interstate Bank	LABEL PRINTER FOR CRIME SCENE TECH	\$	520.00
001.1010.5605.000	First Interstate Bank	NOTEBOOK FOR PATROL	\$	55.15
001.1010.5605.000	First Interstate Bank	COMMUNITY OUTREACH SUPPLES	\$	35.58
001.1010.5605.000	First Interstate Bank	COPY PAPER	\$	210.70
001.1010.5605.000	First Interstate Bank	OFFICE SUPPLIES	\$	17.46
001.1010.5718.000	First Interstate Bank	RIFLE FOR PATROL	\$	819.00
001.1010.5718.000	First Interstate Bank	PHONE CHARGING CORDS FOR PATROL	\$	43.87
001.1050.5360.000	First Interstate Bank	Minuteman shipping return for repair	\$	23.25
001.1050.5360.000	First Interstate Bank	Minuteman shipping return for repair	\$	39.61
001.1050.5410.000	First Interstate Bank	Home rental- rope	\$	45.25
001.1050.5605.000	First Interstate Bank	Amazon phone swivel for cord	\$	13.98
001.1050.5980.000	First Interstate Bank	Caseys -bank credit	\$	(0.40)
001.1071.5360.000	First Interstate Bank	POSTAGE	\$	100.00
001.1071.5450.000	First Interstate Bank	TELEPHONE	\$	10.67
001.1075.5360.000	First Interstate Bank	POSTAGE	\$	300.00
001.1075.5360.000	First Interstate Bank	POSTAGE	\$	252.00
001.1075.5450.000	First Interstate Bank	TELEPHONE	\$	21.33
001.2080.5410.000	First Interstate Bank	Airport flush valve	\$	62.97
001.2080.5600.000	First Interstate Bank	Airport drinking fountain filter	\$	133.80
001.4010.5280.000	First Interstate Bank	PLA membership - S. Rosenblum	\$	236.00
001.4010.5342.000	First Interstate Bank	Shredding services	\$	51.52
001.4010.5410.000	First Interstate Bank	Library toilet valve batteries	\$	30.98
001.4010.5410.000	First Interstate Bank	RTU condensate drain repairs @ Library	\$	(37.39)
001.4010.5410.000	First Interstate Bank	RTU condensate drain repairs @ Library	\$	18.62
001.4010.5410.000	First Interstate Bank	RTU condensate drain repairs @ Library	\$	78.35
001.4010.5410.000	First Interstate Bank	RTU condensate drain repairs @ Library	\$	8.41
001.4010.5410.000	First Interstate Bank	RTU fuses at Library	\$	66.41
001.4010.5450.000	First Interstate Bank	AT&T charges	\$	33.52
001.4010.5450.000	First Interstate Bank	internet	\$	135.14
001.4010.5450.000	First Interstate Bank	bookmobile phone	\$	51.41
001.4010.5600.000	First Interstate Bank	bins, camp chair, wedges, table, stool	\$	297.39
001.4010.5600.000	First Interstate Bank	returned plastic bins	\$	(21.99)
001.4010.5600.000	First Interstate Bank	returned plastic bins	\$	(21.99)
001.4010.5600.000	First Interstate Bank	returned plastic bins	\$	(21.99)
001.4010.5600.000	First Interstate Bank	utility knife	\$	8.99
001.4010.5600.000	First Interstate Bank	toner cartridges	\$	448.98
001.4010.5600.000	First Interstate Bank	table corner guards	\$	9.90
001.4010.5600.000	First Interstate Bank	carrying case for portable power station	\$	39.99
001.4010.5600.000	First Interstate Bank	portable power station	\$	999.00
001.4010.5600.000	First Interstate Bank	vacuum bags and belts	\$	58.00
001.4010.5600.000	First Interstate Bank	rug	\$	89.88
001.4010.5600.000	First Interstate Bank	bins	\$	50.28
001.4010.5600.000	First Interstate Bank	utility knife, sanpaper	\$	16.15
001.4010.5600.000	First Interstate Bank	lumber	\$	69.40
001.4010.5600.000	First Interstate Bank	flag	\$	43.99
001.4010.5600.000	First Interstate Bank	markers, pens, file box	\$	34.37
001.4010.5601.000	First Interstate Bank	youth program - stickers, rubber bands	\$	18.91
001.4010.5601.000	First Interstate Bank	paper, bone folder, scissors, wax paper, stickers	\$	89.03
001.4010.5601.000	First Interstate Bank	colored markers	\$	54.17
001.4010.5601.000	First Interstate Bank	glue sticks	\$	16.00
001.4010.5601.000	First Interstate Bank	youth prize books	\$	10.56
001.4010.5601.000	First Interstate Bank	teen prize books	\$	10.80
001.4010.5605.000	First Interstate Bank	goo gone	\$	7.98
001.4010.5605.000	First Interstate Bank	sponge head applicator bottles	\$	9.99
001.4010.5605.000	First Interstate Bank	sponge head applicator bottles	\$	6.28
001.4010.5605.000	First Interstate Bank	pencil sharpener	\$	14.88
001.4010.5605.000	First Interstate Bank	office supplies - bottled water	\$	6.95
001.4010.5612.000	First Interstate Bank	computer monitor	\$	99.99
001.4010.5612.000	First Interstate Bank	adapter cables for meeting rooms	\$	62.85
001.4010.5731.000	First Interstate Bank	Des Moines Register subscription	\$	797.06
001.4010.5732.000	First Interstate Bank	refund for a book in poor condition	\$	(26.93)
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	13.54

001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	19.77
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	6.34
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	6.11
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	8.53
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	20.72
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	6.69
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	11.94
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	5.12
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	6.13
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	11.73
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	7.80
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	15.78
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	5.17
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	19.58
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	4.94
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	13.95
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	4.93
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	13.89
001.4010.5732.000	First Interstate Bank	adult fiction/non-fiction book(s)	\$	6.23
001.4010.5732.000	First Interstate Bank	juvenile books	\$	36.87
001.4010.5732.000	First Interstate Bank	juvenile books	\$	7.69
001.4010.5732.000	First Interstate Bank	juvenile books	\$	6.49
001.4010.5732.000	First Interstate Bank	juvenile books	\$	47.40
001.4010.5732.000	First Interstate Bank	juvenile books	\$	239.44
001.4010.5732.000	First Interstate Bank	juvenile books	\$	683.68
001.4010.5732.000	First Interstate Bank	DVDs	\$	17.96
001.4010.5732.000	First Interstate Bank	DVDs	\$	14.96
001.4010.5732.000	First Interstate Bank	refund for DVD with missing disc	\$	(11.69)
001.4010.5732.000	First Interstate Bank	DVDs	\$	52.58
001.4010.5732.000	First Interstate Bank	DVDs	\$	77.86
001.4010.5732.000	First Interstate Bank	DVDs	\$	23.99
001.4010.5732.000	First Interstate Bank	DVDs	\$	349.32
001.4010.5732.000	First Interstate Bank	DVDs	\$	68.77
001.4010.5732.000	First Interstate Bank	DVDs	\$	19.96
001.4010.5732.000	First Interstate Bank	Adult audio book	\$	29.99
001.4010.5732.000	First Interstate Bank	headphones, magnet building tiles	\$	274.14
001.4010.5732.000	First Interstate Bank	headset with microphone	\$	39.99
001.4010.5732.000	First Interstate Bank	headsets with microphone	\$	79.98
001.4010.5732.000	First Interstate Bank	headsets with microphone	\$	119.97
001.4010.5732.000	First Interstate Bank	bone folder, musical spoons	\$	55.10
001.4010.5732.000	First Interstate Bank	juvenile books	\$	(6.75)
001.4010.5732.000	First Interstate Bank	juvenile books	\$	96.38
001.4010.5732.000	First Interstate Bank	juvenile books	\$	72.20
001.4010.5732.000	First Interstate Bank	juvenile books	\$	73.50
001.4010.5732.000	First Interstate Bank	juvenile books	\$	111.95
001.4010.5732.000	First Interstate Bank	juvenile books	\$	109.71
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	66.69
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	26.93
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	15.86
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	51.39
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	12.85
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	17.99
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	13.48
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	17.29
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	10.67
001.4010.5734.000	First Interstate Bank	lost and replaced book	\$	14.99
001.4010.5980.000	First Interstate Bank	tax refund	\$	(4.06)
001.4030.5132.000	First Interstate Bank	Clothing Expense	\$	85.98
001.4030.5410.000	First Interstate Bank	Repair & Maintenance - Tires	\$	210.00
001.4030.5410.000	First Interstate Bank	Park shower house materials	\$	13.22
001.4030.5410.000	First Interstate Bank	Replacement bulbs-stock, security lights	\$	257.09
001.4030.5410.000	First Interstate Bank	Parking/security light fixture Riverview	\$	392.99
001.4030.5489.000	First Interstate Bank	Safety Equipment - gloves	\$	39.98
001.4030.5565.000	First Interstate Bank	Vehicle maintenace - manifold quick release	\$	25.49
001.4030.5565.000	First Interstate Bank	Vehicle Maintenance - Oil	\$	26.82
001.4030.5609.000	First Interstate Bank	Ag Supplies - Starter Fertilizer	\$	119.90
001.4030.5611.000	First Interstate Bank	Pool Safety Rope	\$	30.49
001.4030.5611.000	First Interstate Bank	Bldg & Grnd Maintenance - Hand Sprayer	\$	139.99
001.4030.5611.000	First Interstate Bank	Bldg & Grd Oper/Maint Sply	\$	9.29
001.4040.5360.000	First Interstate Bank	Postage	\$	126.00
001.4040.5600.000	First Interstate Bank	Operating Supplies	\$	39.90

001.4041.5210.000	First Interstate Bank	Advertising and Legal Publication	\$ 20.76
001.4041.5216.000	First Interstate Bank	Background Checks	\$ 400.00
001.4041.5251.000	First Interstate Bank	License - MPLC	\$ 133.68
001.4041.5357.000	First Interstate Bank	Recreation Admission - Summer Blast	\$ 397.50
001.4041.5410.000	First Interstate Bank	Bldg Maintenance - Refrigerator Valve	\$ 39.95
001.4041.5600.000	First Interstate Bank	Program Supplies-Taekwondo Mats	\$ 564.42
001.4041.5601.000	First Interstate Bank	Operating Supplies	\$ 283.71
001.4041.5601.000	First Interstate Bank	Program Supplies-Taekwondo Mats	\$ (21.00)
001.4041.5601.000	First Interstate Bank	Program Supplies	\$ 475.51
001.4041.5601.000	First Interstate Bank	Program Supplies	\$ 475.51
001.4045.5600.000	First Interstate Bank	Operating Supplies	\$ 34.50
001.4045.5600.000	First Interstate Bank	Operating Supplies	\$ 101.85
001.4045.5600.000	First Interstate Bank	Operating Supplies	\$ 169.99
001.4045.5600.000	First Interstate Bank	Operating Supplies	\$ 118.99
001.4045.5718.000	First Interstate Bank	Minor Equipment - Speakers	\$ 3,434.87
001.4065.5600.000	First Interstate Bank	Pickleball Court Strap	\$ 19.13
001.4065.5600.000	First Interstate Bank	Operating Supplies	\$ 33.99
001.4066.5613.000	First Interstate Bank	Merchandise for Resale	\$ 34.04
001.4066.5613.000	First Interstate Bank	Concession Products for resale	\$ 171.08
001.5040.5360.000	First Interstate Bank	POSTAGE	\$ 63.00
001.6012.5210.000	First Interstate Bank	ICMA - CA job ad	\$ 450.00
001.6012.5605.000	First Interstate Bank	ink cartridge	\$ 4.05
001.6020.5210.000	First Interstate Bank	Council proceedings 4-14-23	\$ 270.72
001.6020.5210.000	First Interstate Bank	Vacate alley notice 4-27-23	\$ 21.12
001.6020.5210.000	First Interstate Bank	Alley 5 S 12th St	\$ 23.04
001.6020.5210.000	First Interstate Bank	council proceedings 4/25/23	\$ 18.24
001.6020.5210.000	First Interstate Bank	council proceedings 4/24/23	\$ 219.36
001.6020.5210.000	First Interstate Bank	monthly fund summary 3/31/23	\$ 10.56
001.6020.5210.000	First Interstate Bank	Fire code ordinance 15061	\$ 20.64
001.6020.5210.000	First Interstate Bank	council proceedings 5/08/23	\$ 267.36
001.6020.5210.000	First Interstate Bank	Interstate Electric franchise 5-30-23	\$ 57.60
001.6020.5210.000	First Interstate Bank	franchise Interstate Gas	\$ 58.56
001.6020.5210.000	First Interstate Bank	Consumers Electric franchise	\$ 56.64
001.6020.5210.000	First Interstate Bank	convey alley to MCSD	\$ 22.56
001.6020.5210.000	First Interstate Bank	5/31/23 council proceedings	\$ 275.52
001.6020.5460.000	First Interstate Bank	Muni Professionals conf 7-17-23	\$ 192.00
001.6020.5605.000	First Interstate Bank	ink cartridge, air duster, markers, desk pad	\$ 56.98
001.6021.5600.000	First Interstate Bank	table corner guards	\$ 11.99
001.6021.5600.000	First Interstate Bank	cart, tissue, cleaners, tape measure, grippers	\$ 136.04
001.6025.5280.000	First Interstate Bank	GO TO MEETING	\$ 144.00
001.6050.5410.000	First Interstate Bank	scraper& putty knife	\$ 1.16
001.6050.5718.000	First Interstate Bank	Vacuum for City Hall/ Carnegie	\$ 254.65
001.6051.5410.000	First Interstate Bank	Carnegie bldg light bulbs	\$ 42.00
001.6051.5600.000	First Interstate Bank	Carnegie bldg hand soap	\$ 28.68
001.6051.5718.000	First Interstate Bank	Vacuum for City Hall/ Carnegie	\$ 127.32
110.2010.5132.000	First Interstate Bank	City provided safety shirts	\$ 1,588.20
110.2010.5450.000	First Interstate Bank	Street dept iPad	\$ 82.54
110.2010.5450.000	First Interstate Bank	Street dept cell service	\$ 51.66
110.2010.5570.000	First Interstate Bank	Ultimate gasoline-small engines	\$ 300.00
110.2010.5600.000	First Interstate Bank	Vacuum bags for custodian	\$ 14.68
110.2010.5600.000	First Interstate Bank	Vacuum bags for Custodian	\$ 3.50
110.2010.5600.000	First Interstate Bank	bench grinder guard	\$ 22.58
110.2010.5718.000	First Interstate Bank	DeWalt band saw	\$ 359.99
110.2030.5410.000	First Interstate Bank	Main St light repair	\$ 11.70
110.2030.5410.000	First Interstate Bank	Replacement bulbs-stock, security lights	\$ 130.22
110.2030.5410.000	First Interstate Bank	People rides sign	\$ 82.97
110.2040.5450.000	First Interstate Bank	Utility dept cell services	\$ 61.84
110.2060.5450.000	First Interstate Bank	Engineering GPS, cell phones, jet pck	\$ 172.22
140.4030.5450.000	First Interstate Bank	Communication-Internet	\$ 149.95
140.4030.5611.000	First Interstate Bank	Turf Mixture	\$ 1,425.00
142.4030.5611.000	First Interstate Bank	Bldg & Grnd Maintenance - MSA supplies	\$ 65.98
152.1010.5280.000	First Interstate Bank	GOTO MEETING	\$ 16.00
153.1010.5600.000	First Interstate Bank	SNACK FOR PUBLIC AT COPS & BOBBERS EVENT	\$ 26.99
153.1010.5600.000	First Interstate Bank	FOOD FOR CITIZENS ACADEMY	\$ 99.17
153.1010.5600.000	First Interstate Bank	SNACKS FOR PROVIDED TRAINING	\$ 25.03
153.1010.5600.000	First Interstate Bank	MEALS FOR STAFF DURING MURDER INVESTIGATION	\$ 116.26
153.1010.5600.000	First Interstate Bank	MEALS FOR STAFF DURING MURDER INVESTIGATION	\$ 36.34
153.1010.5600.000	First Interstate Bank	CRACKERS FOR PUBLIC AT COPS & BOBBERS EVENT	\$ 58.18
153.1010.5600.000	First Interstate Bank	FOOD FOR CITIZENS ACADEMY	\$ 104.43
170.4010.5450.000	First Interstate Bank	Hotspots for library	\$ 400.10
170.4010.5734.000	First Interstate Bank	memorial books	\$ 43.51

170.4010.5734.000	First Interstate Bank	memorial books	\$	61.90
184.5030.5360.000	First Interstate Bank	POSTAGE	\$	9.95
184.5030.5360.000	First Interstate Bank	POSTAGE	\$	500.00
184.5030.5360.000	First Interstate Bank	POSTAGE	\$	506.20
184.5030.5450.000	First Interstate Bank	TELEPHONE	\$	90.14
189.3040.5251.000	First Interstate Bank	LICENSE XRF	\$	400.00
189.3040.5360.000	First Interstate Bank	POSTAGE	\$	126.00
341.5010.5611.000	First Interstate Bank	Bldg & Grnd Maintenance-Tree/Plant Supplies	\$	99.49
341.5010.5611.000	First Interstate Bank	Bldg & Grnd Maintenance - Tree bark protector	\$	49.95
610.8015.5132.000	First Interstate Bank	EMPLOYEE WORK SHOES	\$	108.00
610.8015.5132.000	First Interstate Bank	EMPLOYEE CLOTHING ALLOWANCE	\$	110.47
610.8015.5280.000	First Interstate Bank	IDNR OPER. CERT. RENEWAL - 2	\$	124.54
610.8015.5280.000	First Interstate Bank	IDNR OPER. CERT.RENEWAL - 6	\$	370.54
610.8015.5360.000	First Interstate Bank	SHIP SAMPLE TO KEYSTONE	\$	12.60
610.8015.5360.000	First Interstate Bank	SHIP DRAWINGS TO JETCO	\$	5.50
610.8015.5360.000	First Interstate Bank	SHIP SAMPLE TO KEYSTONE, STAMPS	\$	201.60
610.8015.5380.000	First Interstate Bank	RENTAL OF SKID LOADER ROCK BCKT	\$	40.00
610.8015.5380.000	First Interstate Bank	RENTAL OF SKID LOADER ROCK BCKT	\$	30.00
610.8015.5450.000	First Interstate Bank	WPCP dept cell services	\$	104.68
610.8015.5450.000	First Interstate Bank	JUNE 2023 MEDIACOM ONLINE	\$	75.00
610.8015.5460.000	First Interstate Bank	IAWEA 2023 CONF. REGISTRATIONS	\$	480.00
610.8015.5570.000	First Interstate Bank	FUEL FOR FUEL TANK NO ETHANOL	\$	150.00
610.8015.5600.000	First Interstate Bank	RATCHETING WRENCH, IMPACT JNT	\$	25.88
610.8015.5600.000	First Interstate Bank	DWYER AIR FLOW SWITCH (W/TAX)	\$	148.40
610.8015.5600.000	First Interstate Bank	EAR PLUGS	\$	58.20
610.8015.5600.000	First Interstate Bank	LAUNDRY SUPPLIES	\$	75.60
610.8015.5600.000	First Interstate Bank	HOSE, NOZZLE	\$	57.48
610.8015.5600.000	First Interstate Bank	SPRAYER, ROUNDUP	\$	129.97
610.8015.5600.000	First Interstate Bank	ROUNDUP, HAND TOOLS	\$	141.24
610.8015.5600.000	First Interstate Bank	FLAG CLIPS	\$	37.50
610.8015.5600.000	First Interstate Bank	REFUND AIR FLOW SWITCH TAX	\$	(9.71)
610.8015.5600.000	First Interstate Bank	FIRST AID SUPPLIES	\$	35.24
610.8015.5600.000	First Interstate Bank	BATTERIES	\$	199.60
610.8015.5600.000	First Interstate Bank	BOILER BLDG CO ALARM	\$	59.97
610.8015.5600.000	First Interstate Bank	DISHWASHING LIQUID	\$	39.76
610.8015.5600.000	First Interstate Bank	WATER SOFTENER SALT	\$	328.57
610.8015.5600.000	First Interstate Bank	RIDING LAWN MOWER BATTERY	\$	169.99
610.8015.5603.000	First Interstate Bank	NCL CONDUCTIVITY STANDARD	\$	29.49
610.8016.5450.000	First Interstate Bank	Sewer dept iPad & laptop	\$	24.76
610.8016.5450.000	First Interstate Bank	Sewer dept GPS services	\$	24.76
610.8016.5450.000	First Interstate Bank	Sewer dept cell services	\$	24.90
610.8016.5615.000	First Interstate Bank	YMCA LS GENERATOR HEATER	\$	131.39
690.8050.5342.000	First Interstate Bank	Transit GPS Service	\$	252.00
690.8050.5342.000	First Interstate Bank	Transit GPS Service	\$	252.00
690.8050.5470.000	First Interstate Bank	Transit CDL Training	\$	895.00
690.8050.5600.000	First Interstate Bank	Vacuum bags for Custodian	\$	14.69
690.8050.5600.000	First Interstate Bank	Vacuum bags for Custodian	\$	3.49
740.8065.5450.000	First Interstate Bank	Sewer dept iPad & laptop	\$	16.51
740.8065.5450.000	First Interstate Bank	Sewer dept GPS services	\$	16.51
740.8065.5450.000	First Interstate Bank	sewere dept cell services	\$	16.60
760.8080.5608.000	First Interstate Bank	Resale Supplies	\$	87.98
760.8080.5608.000	First Interstate Bank	Resale Supplies	\$	466.38
760.8080.5608.000	First Interstate Bank	Resale Supplies	\$	1,484.42
999.1161.000	First Interstate Bank	tax	\$	7.77
999.1164.000	First Interstate Bank	HELMET MOUNT	\$	2.21
999.1164.000	First Interstate Bank	FLASHLIGHT HOLSTER	\$	5.20
999.1164.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	24.05
999.1164.000	First Interstate Bank	MEAL DURING BASIC TRAINING FOR SOLORIO	\$	8.19
001.1010.5450.000	FIRSTNET-AT&T Mobility	PD cell phones/ hotspots/ cameras/ car phones	\$	239.54
001.1010.5451.000	FIRSTNET-AT&T Mobility	PD cell phones/ hotspots/ cameras/ car phones	\$	789.85
001.1050.5450.000	FIRSTNET-AT&T Mobility	Fire dept cell services 5/20-6/19	\$	572.67
001.4060.5331.000	Fisher Governor Foundation	Property taxes levied for Civic Center - July pymt	\$	8,333.33
184.5030.5242.000	FRESE PROPERTIES LLC	Assistance	\$	270.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Assistance	\$	62.00
001.4040.5358.000	GALE-HAZEN, Karen A	classes 5/15-6/24	\$	255.00
001.1010.5132.000	GALLS LLC	expandable baton	\$	113.24
001.1050.5132.000	GALLS LLC	Fire dept clothing	\$	200.34
189.3040.5410.000	Gentry, Susan	304 Park St payment request #1	\$	49,425.00
189.3040.5415.000	Gentry, Susan	304 Park St payment request #1	\$	6,400.00
110.2010.5600.000	GERVICH & SONS INC	angle iron	\$	36.00
110.2010.5600.000	GERVICH & SONS INC	Street dept steel	\$	224.00

110.2010.5600.000	GERVICH & SONS INC	Street dept square tube 24'	\$	527.28
690.8050.5565.000	GILLIG LLC	Transit 181 drag link assembly	\$	403.11
184.5030.5246.000	Goken, Briana	Assistance	\$	7.00
184.5030.5242.000	Gonzales, Gilbert	Assistance	\$	181.00
184.5030.5242.000	Gorrell, Joseph	Assistance	\$	430.00
184.5030.5242.000	GRAY, DENNIS	Assistance	\$	186.00
184.5030.5242.000	GRAY, DENNIS	Assistance	\$	787.00
184.5030.5242.000	GRAY, DENNIS	Assistance	\$	421.00
610.8015.5386.000	Grewell Lawn & Snow Removal Services LLC	June 2023 lawn mowing services	\$	1,500.00
110.2010.5618.000	GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$	1,110.00
999.1166.000	Gutierrez Garcia, Maria	ticket paid at City and County	\$	30.00
184.5030.5242.000	Gutierrez, Humberto Fabian	Assistance	\$	233.00
184.5030.5242.000	Gutierrez, Humberto Fabian	Assistance	\$	386.00
184.5030.5242.000	HALA, JANET	Assistance	\$	172.00
184.5030.5242.000	HALA, JANET	Assistance	\$	54.00
184.5030.5242.000	HALA, JANET	Assistance	\$	70.00
184.5030.5242.000	HALA, JANET	Assistance	\$	256.00
184.5030.5242.000	HALA, JANET	Assistance	\$	254.00
184.5030.5242.000	HALA, JANET	Assistance	\$	722.00
184.5030.5242.000	HALA, JANET	Assistance	\$	586.00
184.5030.5242.000	HALA, JANET	Assistance	\$	211.00
184.5030.5242.000	HARRIS, TOM	Assistance	\$	317.00
884.7010.5337.000	HARTFORD- PRIORITY ACCTS	July insurance premiums	\$	6,278.19
913.1013.5337.000	HARTFORD- PRIORITY ACCTS	July insurance premiums	\$	393.39
184.5030.5242.000	HATCH, Roger	Assistance	\$	234.00
184.5030.5242.000	HATCH, Roger	Assistance	\$	373.00
184.5030.5242.000	HATCH, Roger	Assistance	\$	201.00
184.5030.5242.000	HATCH, Roger	Assistance	\$	1,050.00
001.1010.5230.000	Hawkeye Polygraph	Services 6/20/23	\$	350.00
110.2050.5565.000	HAWKEYE TRUCK EQUIPMENT INC	Wing plow pusharm bracket	\$	293.70
610.8015.5980.000	Haynes, Marques	Sewer refund 2023 - pool	\$	21.98
001.1010.5464.000	HEITMAN, PAUL	training lunches June 5 - June 13	\$	65.15
184.5030.5246.000	Hidalgo, Yesenia	Assistance	\$	10.00
184.5030.5242.000	HILLTOP VILLAGE INC	Assistance	\$	96.00
184.5030.5242.000	HILLTOP VILLAGE INC	Assistance	\$	162.00
184.5030.5242.000	HILLTOP VILLAGE INC	Assistance	\$	188.00
184.5030.5242.000	HILLTOP VILLAGE INC	Assistance	\$	217.00
184.5030.5242.000	Hinmon, Linda	Assistance	\$	260.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	65.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	549.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	102.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	148.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	247.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	222.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	469.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	574.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	392.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	387.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	350.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	341.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	174.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	266.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	439.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	245.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	229.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	225.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	247.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Assistance	\$	273.00
153.1010.5321.000	Hometown Veterinarian	Atlas wellness exam and supplies June	\$	375.81
184.5030.5242.000	HOWARD, JAMMIE	Assistance	\$	206.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Assistance	\$	181.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Assistance	\$	226.00
184.5030.5242.000	Ibarra-Ledezma, Ramon	Assistance	\$	692.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	718.78
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	5,123.07
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	\$	2,645.22
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	1,225.00

999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000	ICMA 457-Mission Square Retirement	ROTH %	\$ 115.48
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$ 1,125.00
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$ 945.00
001.1010.5460.000	ILEA	Technical Collisiion Investigation school 6/5-6/16	\$ 500.00
999.1111.000	IMWCA	Works comp installments	\$ 13,984.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 28,425.18
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 16,204.99
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 30,821.56
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 5,156.56
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 9,636.82
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,504.02
110.2050.5600.000	IOWA DEPT OF TRANSPORTATION	Truck & grader blades	\$ 4,253.20
001.6020.5280.000	IOWA LEAGUE OF CITIES	Member Dues 7/1/23-6/30/24	\$ 10,454.00
110.2040.5230.000	IOWA ONE CALL	Utility division la one call charges May	\$ 32.40
610.8016.5230.000	IOWA ONE CALL	Sewer underground locations	\$ 216.66
740.8065.5230.000	IOWA ONE CALL	Sewer underground locations	\$ 144.44
001.2080.5483.000	Iowa Regional Utilities Association	Aiport water usage	\$ 164.32
184.5030.5242.000	JB I COOP ASSOCIATION	Assistance	\$ 403.00
184.5030.5242.000	JB I COOP ASSOCIATION	Assistance	\$ 397.00
184.5030.5242.000	JB I COOP ASSOCIATION	Assistance	\$ 372.00
184.5030.5242.000	JB I COOP ASSOCIATION	Assistance	\$ 160.00
001.1099.5386.000	Johnson Lawn Care	Flre and PD lawn care	\$ 1,036.00
110.2010.5386.000	Johnson Lawn Care	PW Bldg lawn care	\$ 455.00
610.8015.5980.000	Johnston, Katie	Sewer refund 2023 - pool	\$ 23.07
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 567.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 406.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 359.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 157.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 345.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 304.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 303.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 299.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 298.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 262.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 262.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 249.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 195.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 219.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 362.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 172.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 116.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 100.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 77.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 72.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 225.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 374.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 329.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 419.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 566.00
184.5030.5242.000	JUDGE, MIKE	Assistance	\$ 392.00
133.4065.5342.000	K&W Electric Inc	COL22001 Col Generator	\$ 40,755.00
184.5030.5242.000	Kading Properties LLC	Assistance	\$ 455.00
184.5030.5242.000	Kading Properties LLC	Assistance	\$ 941.00
184.5030.5242.000	Kading Properties LLC	Assistance	\$ 975.00
184.5030.5242.000	Klinefelter, Richard J	Assistance	\$ 450.00
001.6021.5344.000	KOCH Office Group	Finance & Clerk contract and copies 3/26-6/25/23	\$ 105.03
184.5030.5242.000	KRAMER, Marsha	Assistance	\$ 138.00
184.5030.5242.000	LAWSON, RODNEY W	Assistance	\$ 93.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Assistance	\$ 184.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Assistance	\$ 1,030.00
363.2010.5380.000	LOGAN CONTRACTORS SUPPLY INC	Mastic Patcher 1 month machine rental begin6/20/23	\$ 4,950.00
363.2010.5617.000	LOGAN CONTRACTORS SUPPLY INC	Crafc0 Mastic	\$ 22,680.00
184.5030.5242.000	Lopez, Jaime	Assistance	\$ 421.00
184.5030.5246.000	Louis, Marie	Assistance	\$ 7.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 264.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 506.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 435.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 336.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 306.00
184.5030.5242.000	Luense, Brant	Assistance	\$ 386.00

001.6040.5234.000	LYNCH DALLAS PC	General matters	\$ 754.88
001.6040.5234.000	LYNCH DALLAS PC	Real Estate	\$ 3,302.50
001.6040.5234.000	LYNCH DALLAS PC	Labor/ Employment	\$ 280.50
355.1075.5234.000	LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 626.50
355.1075.5250.000	LYNCH DALLAS PC	Nuisance/ Enforcement	\$ 443.10
184.5030.5242.000	Mansager, Cynthia	Assistance	\$ 370.00
610.8015.5980.000	Manship, Angela	Sewer refund 2023 - pool	\$ 37.86
184.5030.5242.000	Manship, Wyatt	Assistance	\$ 804.00
610.8015.5980.000	Maravilla, Maria	Sewer refund 2023 - pool	\$ 51.66
001.6070.5342.000	Marco Holdings LLC	PD VM to email notification issue 6/22/2023	\$ 270.00
184.5030.5242.000	Marion Manor 2	Assistance	\$ 247.00
610.8016.5600.000	Marshalltown Company	Sewer dept concrete tools	\$ 432.50
740.8065.5600.000	Marshalltown Company	Sewer dept concrete tools	\$ 288.34
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 336.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 564.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 297.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 773.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 773.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 57.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 83.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 149.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 323.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 211.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 527.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 164.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 207.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 176.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 257.00
184.5030.5242.000	Marshalltown Lofts, LLC	Assistance	\$ 3.00
001.2090.5220.000	MARSHALLTOWN WATER WORKS	LANDFILL BILLS	\$ 250.05
001.4065.5483.000	MARSHALLTOWN WATER WORKS	Coliseum water usage 4/26-6/26/23	\$ 119.74
610.8015.5220.000	MARSHALLTOWN WATER WORKS	Sanitary Collections Costs	\$ 8,095.43
740.8065.5220.000	MARSHALLTOWN WATER WORKS	Storm Sewer Collection Services	\$ 675.10
110.2010.5620.000	MARTIN MARIETTA MATERIALS	Street dept asphalt emulsion	\$ 362.26
610.8015.5980.000	Martin, Meredith	Sewer refund 2023 - pool	\$ 51.31
610.8015.5980.000	Matlock, Jennifer	Sewer refund 2023 - pool	\$ 77.49
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 503 tire repair	\$ 30.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 516 tire repair	\$ 30.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD Explorer	\$ 36.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 517 tires	\$ 43.50
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 516 passenger front rim replaced	\$ 18.00
001.1010.5410.000	MCATEE TIRE SALES & SERVICE INC	PD 510 tire repair	\$ 30.00
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD Explorer	\$ 539.31
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 517 tires	\$ 542.29
001.1010.5565.000	MCATEE TIRE SALES & SERVICE INC	PD 516 passenger front rim replaced	\$ 399.41
610.8015.5980.000	McDowell, Shandy	Sewer refund 2023 - pool	\$ 119.32
001.1010.5565.000	MENARDS	PD 510 oil	\$ 13.98
001.1010.5600.000	MENARDS	PD wrecking bar	\$ 21.98
001.4030.5611.000	MENARDS	2x4's and Ajax	\$ 40.53
001.4030.5611.000	MENARDS	mineral spirits, metal, replacment hose	\$ 98.65
001.4030.5611.000	MENARDS	return	\$ (24.99)
001.4030.5611.000	MENARDS	tie downs and tarps	\$ 31.42
001.4045.5600.000	MENARDS	Parks uriatic acid and hose	\$ 29.99
001.4045.5607.000	MENARDS	Parks uriatic acid and hose	\$ 17.98
001.4065.5600.000	MENARDS	Parks white cord, outlet strip	\$ 38.93
110.2010.5132.000	MENARDS	work gloves	\$ 15.72
110.2010.5600.000	MENARDS	wire brush set, putty knife, WD-4- gallon can	\$ 46.95
110.2010.5600.000	MENARDS	multi purpose hose reel	\$ 99.99
110.2010.5600.000	MENARDS	transport chains, hammer drill bit	\$ 89.94
610.8016.5600.000	MENARDS	Sewer dept building supplies	\$ 47.15
740.8065.5600.000	MENARDS	Sewer dept building supplies	\$ 31.44
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - CBOD capsules	\$ 347.02
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - nickel & lead cathode lamps	\$ 1,555.00
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies- gloves	\$ 43.31
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - watch glasses	\$ 110.88
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - buffer sol. & powder pillows	\$ 271.56
184.5030.5242.000	Moore, Michelle	Assistance	\$ 372.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 268.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 268.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 278.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$ 292.00

184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	313.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	317.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	318.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	82.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	194.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	280.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	408.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	196.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	291.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	291.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	203.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	211.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	283.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	257.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	268.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	219.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	200.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	220.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Assistance	\$	264.00
616.8016.5348.000	MUNICIPAL PIPE TOOL CO LLC	SAN21001 2020 Sanitary Sewer CIPP	\$	749,743.55
184.5030.5242.000	Nelson, LaNeal	Assistance	\$	266.00
690.8050.5565.000	North Central Intl LLC	Transit hand held PA mic	\$	137.53
184.5030.5242.000	NORTH TAMA HOUSING, INC	Assistance	\$	184.00
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$	1,018.85
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$	769.65
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$	1,553.50
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	Parks resale product	\$	317.70
760.8080.5608.000	NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$	368.19
184.5030.5242.000	OETKER, DEBRA	Assistance	\$	216.00
184.5030.5242.000	OETKER, DEBRA	Assistance	\$	135.00
001.1050.5605.000	OFFICE EXPRESS	Fire dept office supplies	\$	25.90
001.4040.5216.000	ONE SOURCE-THE BACKGROUND CHECK CO	June background checks	\$	45.00
001.6021.5216.000	ONE SOURCE-THE BACKGROUND CHECK CO	June background checks	\$	15.00
750.8070.5216.000	ONE SOURCE-THE BACKGROUND CHECK CO	June background checks	\$	40.00
184.5030.5242.000	PALISADE HOLDING CO	Assistance	\$	76.00
184.5030.5242.000	PALISADE HOLDING CO	Assistance	\$	207.00
Payroll	Payroll	Payroll #14	\$	348,336.71
184.5030.5242.000	Pebworth Homes LLC	Assistance	\$	231.00
001.4030.5132.000	Pickett, Phillip	Employee boots	\$	117.65
184.5030.5242.000	Pilot Creek Properties	Assistance	\$	165.00
184.5030.5242.000	Pizano-Cisneros, Angel	Assistance	\$	411.00
001.1075.5263.000	Plaehn, Zachary	City owned nuisance mowings 6/16/23	\$	135.00
001.1075.5263.000	Plaehn, Zachary	City owned nuisance mowings 6/15/23	\$	770.00
001.1075.5263.000	Plaehn, Zachary	City owned mowings 6/28/23	\$	770.00
184.5030.5242.000	Plymat Jr , William	Assistance	\$	646.00
001.1010.5280.000	POLICE LEGAL SCIENCES INC	lessons with Bias and De-escalation	\$	4,128.00
184.5030.5246.000	Potter, Karlie	Assistance	\$	7.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$	334.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$	228.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$	594.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$	392.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$	212.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$	358.00
184.5030.5242.000	Premier Iowa City IA LLC	Assistance	\$	370.00
184.5030.5344.000	PREMIER OFFICE EQUIPMENT	Housing contract and copies	\$	59.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$	720.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$	418.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$	721.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$	504.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$	749.00
184.5030.5242.000	Premier Real Estate Mgmnt	Assistance	\$	695.00
184.5030.5242.000	Pyramind Property Solutions Inc	Assistance	\$	327.00
184.5030.5242.000	Pyramind Property Solutions Inc	Assistance	\$	284.00
184.5030.5242.000	R & A RENTAL PROPERTIES LLC	Assistance	\$	442.00
184.5030.5246.000	Ramirez, Juana	Assistance	\$	31.00
184.5030.5242.000	Ramirez, Sergio Rios	Assistance	\$	388.00
184.5030.5246.000	Ramirez, Valeria	Assistance	\$	11.00
184.5030.5242.000	RD TOLEDO LLP	Assistance	\$	102.00
132.5020.5342.000	RDG Planning & Design	Downtown Facade Improvements	\$	3,211.14
184.5030.5242.000	Redborg, Kirsten	Assistance	\$	275.00
184.5030.5242.000	REED, TONY	Assistance	\$	496.00

184.5030.5242.000	REED, TONY	Assistance	\$	487.00
184.5030.5242.000	REED, TONY	Assistance	\$	317.00
184.5030.5242.000	REED, TONY	Assistance	\$	431.00
184.5030.5242.000	REED, TONY	Assistance	\$	590.00
690.8050.5331.000	Region 6 Resource Partners	Jan 2022- March 2022 Paratransit	\$	9,255.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	\$	66.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	\$	326.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	\$	400.00
184.5030.5242.000	RIVER BIRCH APTS	Assistance	\$	595.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	311.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	708.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	785.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	578.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	79.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	114.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	538.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	672.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Assistance	\$	180.00
184.5030.5242.000	RMB Cooperative	Assistance	\$	202.00
184.5030.5242.000	RMB Cooperative	Assistance	\$	435.00
184.5030.5242.000	RMB Cooperative	Assistance	\$	451.00
610.8015.5980.000	ROE, ARRIEL	Sewer refund 2023 - pool	\$	69.33
184.5030.5242.000	Roth, Kamaria Mary	Assistance	\$	489.00
184.5030.5242.000	S & E INVESTMENT LLC	Assistance	\$	377.00
001.1071.5342.000	Safe Building	Rental Inspection Services Agreement FY23/24	\$	5,420.00
001.1050.5410.000	SANDRY FIRE SUPPLY LLC	2023 Mako repair	\$	277.50
189.3040.5433.000	Scarsbrook, Charles R	Lead hazard reduction program	\$	550.00
184.5030.5242.000	SCHMIDT, Michael T	Assistance	\$	471.00
184.5030.5246.000	Schmudlach, Cody	Assistance	\$	10.00
184.5030.5246.000	Schwenbach, Sara	Assistance	\$	68.00
001.1010.5132.000	Shetler, Dennis	MPD patch one each sleeve	\$	18.00
001.1010.5132.000	Shetler, Dennis	patches on dark navy tactical polo	\$	9.00
110.2010.5605.000	Sho Biz Inc dba Minuteman	post it notes	\$	43.42
001.4030.5611.000	SPAHN & ROSE LUMBER CO	concrete achors FY24	\$	23.09
184.5030.5242.000	Steffensen, Gary	Assistance	\$	428.00
001.2020.5360.000	STEINER, DIANA E	Parking postage	\$	0.63
001.2060.5360.000	STEINER, DIANA E	postage due Engineering	\$	3.60
110.2060.5718.000	STEINER, DIANA E	Bldg materials - engineering	\$	2.99
184.5030.5360.000	STEINER, DIANA E	postage due Rent Asst	\$	0.48
184.5030.5360.000	STEINER, DIANA E	postage due Rent Asst	\$	0.48
184.5030.5360.000	STEINER, DIANA E	postage due Rent Asst	\$	0.90
184.5030.5360.000	STEINER, DIANA E	postage due Rent Asst	\$	0.74
001.1010.5342.000	Stericycle Inc	Police Dept June	\$	81.93
184.5030.5342.000	Stericycle Inc	Housing services June	\$	91.60
610.8015.5344.000	STERLING FIRE & SAFETY INC	2023 Annual Fire extinguisher inspections	\$	235.00
001.1099.5342.000	STONE SANITATION	Police & Fire Bldg	\$	118.78
001.4010.5342.000	STONE SANITATION	Library - 105 W Boone St	\$	115.56
001.4030.5342.000	STONE SANITATION	All park barrels	\$	950.00
001.4030.5342.000	STONE SANITATION	roll off	\$	271.82
001.5010.5342.000	STONE SANITATION	Central Business District	\$	200.00
001.6050.5342.000	STONE SANITATION	City Hall	\$	118.78
110.2010.5342.000	STONE SANITATION	Street Dept	\$	118.78
110.2010.5342.000	STONE SANITATION	Bullpen Woodland Dr	\$	95.00
610.8015.5342.000	STONE SANITATION	Waste Plant	\$	118.78
001.1010.5132.000	STREICHER'S INC	PD tactical assault carrier	\$	260.00
030.1010.5718.000	STREICHER'S INC	Bullet proof vest	\$	537.50
151.1010.5718.000	STREICHER'S INC	Bullet proof vest	\$	537.50
184.5030.5242.000	SUNRISE APARTMENTS, INC	Assistance	\$	112.00
184.5030.5242.000	Swift, Scott	Assistance	\$	413.00
110.2010.5132.000	THEISENS SUPPLY INC	Employee clothing	\$	77.98
110.2010.5600.000	THEISENS SUPPLY INC	ball mount kit, 12" pliers	\$	26.99
110.2010.5718.000	THEISENS SUPPLY INC	ball mount kit, 12" pliers	\$	22.99
110.2010.5718.000	THEISENS SUPPLY INC	post level, 32" pick up stick	\$	34.38
610.8016.5132.000	THEISENS SUPPLY INC	Sewer dept supplies and clothing	\$	23.99
610.8016.5600.000	THEISENS SUPPLY INC	Sewer dept supplies and clothing	\$	77.93
740.8065.5132.000	THEISENS SUPPLY INC	Sewer dept supplies and clothing	\$	16.00
740.8065.5600.000	THEISENS SUPPLY INC	Sewer dept supplies and clothing	\$	51.96
740.8067.5600.000	THEISENS SUPPLY INC	Small engine gas for levee trimmer	\$	47.98
110.2060.5718.000	Thompsons True Value	Engr Chisel, Crayon & Building Bits	\$	29.36
001.6900.5342.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FSA Admin Fees 7/1/23-9/30/23	\$	1,173.83
610.8015.5342.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FSA Admin Fees 7/1/23-9/30/23	\$	167.69

610.8015.5342.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FSA Admin Fees 7/1/23-9/30/23	\$ 62.88
740.8065.5342.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FSA Admin Fees 7/1/23-9/30/23	\$ 83.84
913.1013.5342.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FSA Admin Fees 7/1/23-9/30/23	\$ 62.88
184.5030.5242.000	Town Apartments Corporation	Assistance	\$ 101.00
184.5030.5242.000	Town Apartments Corporation	Assistance	\$ 200.00
001.4040.5441.000	TREASURER ST OF IOWA	Sales/ Use tax	\$ 256.87
001.4040.5442.000	TREASURER ST OF IOWA	Sales/ Use tax	\$ 2.86
610.8015.5441.000	TREASURER ST OF IOWA	Sales/ Use tax	\$ 2,642.35
610.8015.5441.000	TREASURER ST OF IOWA	Sales/ Use tax	\$ 15,854.13
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 11,417.65
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,897.08
690.8050.5210.000	Trending Media Inc	Transit advertising	\$ 28.00
690.8050.5210.000	Trending Media Inc	Transit advertising	\$ 101.00
184.5030.5242.000	TTLIC Coop Housing	Assistance	\$ 788.00
001.4030.5565.000	VANWALL EQUIPMENT INC	Parks vehicle oil cooler	\$ 350.45
001.4030.5565.000	VANWALL EQUIPMENT INC	Parks oil filter, 2.5 glas Hy-Gard	\$ 300.70
001.1070.5342.000	Veenstra & Kimm Inc	Building Inspection/Trade Permit Ser. Agr. FY23/24	\$ 16,778.50
184.5030.5246.000	Velez, Yaralexi	Assistance	\$ 13.00
184.5030.5246.000	Vung, Cing	Assistance	\$ 63.00
184.5030.5242.000	Walker, Angela	Assistance	\$ 298.00
001.4041.5331.000	Wandering Creek LLC	Golf lessons 6/12-6/16	\$ 1,500.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Assistance	\$ 190.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Assistance	\$ 317.00
184.5030.5242.000	WEB III Investments LLC	Assistance	\$ 550.00
184.5030.5246.000	Werner, Jessica	Assistance	\$ 13.00
184.5030.5242.000	White, Amalia	Assistance	\$ 332.00
355.1075.5230.000	WHKS & Co	Professional Eng services from 4/15/23-6/9/23	\$ 1,243.42
001.1010.5132.000	Wilson, Colton	employee clothing allowance	\$ 358.36
110.2010.5251.000	Wilson, Colton	CDL A	\$ 43.50
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672 5/24-6/26	\$ 945.08
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078 5/18-6/19/23	\$ 97.45
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$ 4,188.34
184.5030.5242.000	Worent Inc	Assistance	\$ 167.00
184.5030.5242.000	Worsfold Farm LLC	Assistance	\$ 384.00
610.8015.5344.000	XEROX CORPORATION	June 2023	\$ 40.21
TOTAL			\$ 1,885,050.07

BUILDING REPORT FOR THE MONTH OF JUNE 2023

MARSHALLTOWN

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PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR RES. BUILDING	COMMERCIAL IMPROVEMENT	FEE
BLDR-008675-2023	Roger Hatch	1320 Summit St	New Acc Structure				\$20,160.00		\$327.00
BLDR-008679-2023	Rob Buchwald	710 N 4th St	New Acc Structure				\$4,500.00		\$103.00
DEMO-008715-2023	City of Marshalltown	719 N 4th Ave	Demo						\$0.00
DEMO-008710-2023	City of Marshalltown	107 E Lincoln St	Demo						\$0.00
DEMO-008711-2023	City of Marshalltown	910 S 2nd Ave	Demo						\$0.00
DEMO-008713-2023	City of Marshalltown	510 Bromley St	Demo						\$0.00
BLDR-008678-2023	Tony Ibarra	612 Garland Dr	Residential Addition			\$9,800.00			\$280.00
DEMO-008518-2023	Robert Burr	514 N 3rd Ave	Demo						\$50.00
DEMO-008712-2023	City of Marshalltown	406 Lee St	Demo						\$0.00
DEMO-008765-2023	Adrian Maravilla	418 N 11th Ave	Demo						\$50.00
BLDR-008690-2023	Orton Homes	814 Woodside Dr	New SF Home		\$402,890.78				\$2,801.00
BLDR-008708-2023	Orton Homes	813 Woodside Dr	New SF Home		\$411,683.90				\$2,855.00
BLDR-008780-2023	Guillermo Rivas	1605 Laurel Dr	Residential Addition			\$2,940.00			\$75.00
BLDR-008540-2023	Center Associates	3809 S Center St	Commercial Addition					\$452,494.29	\$3,101.00
BLDR-008793-2023	Ruben Avalos	801 W State St	New Acc Structure				\$20,160.00		\$327.00
			TOTALS:		\$814,574.68	\$12,740.00	\$44,820.00	\$452,494.29	\$9,969.00
			TOTAL IMPROVEMENT AMOUNT: \$1,324,628.97						
				Units	Permits	Permits	Permits	Permits	Demo Permits
<i>*Work started without a permit - fee is doubled</i>			# OF PERMITS:	2	2	2	3	1	7

TRADE PERMIT REPORT FOR THE MONTH OF JUNE 2023

MARSHALLTOWN
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PERMIT NUMBER	LOCATION OF IMPROVEMENT	RESIDENTIAL/ COMMERCIAL	PERMIT TYPE (ELEC., PLUMB., MECH. OR SOLAR)	VALUATION	FEE	
MECH-008705-2023	302 Bromley St	Residential	Mechanical		\$85.00	
ELER-008694-2023	2405 S 7th Ave	Residential	Electrical		\$62.00	
ELER-008692-2023	1509 Greenfield Dr	Residential	Solar		\$95.00	
ELER-008667-2023	1005 Benjamin Dr	Residential	Solar		\$95.00	
MECH-008718-2023	304 S 9th St	Residential	Mechanical		\$62.00	
MECH-008719-2023	215 Rainbow Dr	Residential	Mechanical		\$62.00	
MECH-008721-2023	2214 Gary Ct	Residential	Mechanical		\$62.00	
ELER-008729-2023	1601 Elder Dr	Residential	Electrical		\$85.00	
MECH-0087302-2023	414 Jerome St	Residential	Mechanical		\$62.00	
ELER-008727-2023	12 S 5th Ave	Residential	Electrical		\$85.00	
PLMR-008728-2023	12 S 5th Ave	Residential	Plumbing		\$85.00	
ELER-008657-2023	508 Brentwood Pl	Residential	Electrical		\$85.00	
MECH-008693-2023	1516 W Main St	Residential	Mechanical		\$62.00	
PLMR-008707-2023	801 N 5th Ave	Residential	Plumbing		\$62.00	
MECH-008732-2023	1301 Greennbrier Ln	Residential	Mechanical		\$62.00	
ELER-008734-2023	205 Sharon Ave	Residential	Electrical		\$85.00	
ELER-008733-2023	322 Harrison Dr	Residential	Electrical		\$85.00	
ELER-008736-2023	123 E Main St	Commercial	Electrical	\$3,000.00	\$60.00	
ELER-008741-2023	1517 Greenfield Dr	Residential	Electrical		\$85.00	
MECH-008749-2023	616 Jerome St	Residential	Mechanical		\$62.00	
ELER-008766-2023	1021 S 12th Ave	Residential	Electrical		\$85.00	
MECH-008769-2023	1806 Edgebrook	Residential	Mechanical		\$62.00	
ELER-008771-2023	3202 S 12th St	Residential	Electrical		\$62.00	
PLMR-008772-2023	101 W South St	Residential	Plumbing		\$62.00	
ELER-008774-2023	709 W Linn St	Residential	Electrical		\$85.00	
ELER-008773-2023	1806 E Olive St	Residential	Solar		\$95.00	
PLMR-008779-2023	19 1/2 S Center	Residential	Plumbing		\$62.00	
ELER-008782-2023	208 N 19th St	Residential	Electrical		\$85.00	
MECH-008781-2023	1706 S 3rd St	Residential	Mechanical		\$62.00	
ELER-008775-2023	914 Jackson St	Residential	Electrical		\$85.00	
ELER-008791-2023	1306 Emerald Dr	Residential	Solar		\$95.00	
ELER-008790-2023	304 N 13th Ave	Residential	Electrical		\$85.00	
ELER-008796-2023	203 Harmony Dr	Residential	Electrical		\$85.00	
ELER-008794-2023	2005 S 3rd Ave	Residential	Solar		\$95.00	
PLMC-008802-2023	1806 (1804) S 7th Ave	Commercial	Plumbing	\$100,000.00	\$545.00	
MECH-008803-2023	1806 (1804) S 7th Ave	Commercial	Mechanical	\$80,000.00	\$445.00	
PLMC-008812-2023	106 (104) W Anson St	Commercial	Plumbing	\$231,020.00	\$1,200.00	
MECH-008811-2023	106 (104) W Anson St	Commercial	Mechanical	\$304,324.00	\$1,570.00	
MECH-008795-2023	108 Palmer St	Residential	Mechanical		\$62.00	

MECH-008807-2023	115 S 9th St	Residential	Mechanical		\$62.00	
MECH-008810-2023	210 N 7th St	Residential	Mechanical		\$62.00	
MECH-008813-2023	3702 S Center St	Commercial	Mechanical	\$88,970.00	\$490.00	
MECH-008801-2023	915 W Merle Hibbs Blvd	Residential	Mechanical		\$62.00	
ELER-008808-2023	5 S 29th St	Residential	Electrical		\$85.00	
PLMR-008809-2023	5 S 29th St	Residential	Plumbing		\$85.00	
		TOTALS:		\$3,000.00	\$2,498.00	
	# Residential Permits	Residential Fees	# of Commercial Permits	Commercial Valuation	Commercial Fees	Total Fees
Electrical	15	\$1,229.00	1	\$3,000.00	\$60.00	\$1,289.00
Plumbing	5	\$356.00	2	\$331,020.00	\$1,745.00	\$2,101.00
Mechanical	14	\$891.00	3	\$473,294.00	\$2,505.00	\$3,396.00
Solar	5	\$475.00	0	\$0.00	\$0.00	\$475.00
TOTALS	39	\$2,951.00	6	\$807,314.00	\$4,310.00	\$7,261.00

Building Division Improvement Value & Fee Summary - June 2023

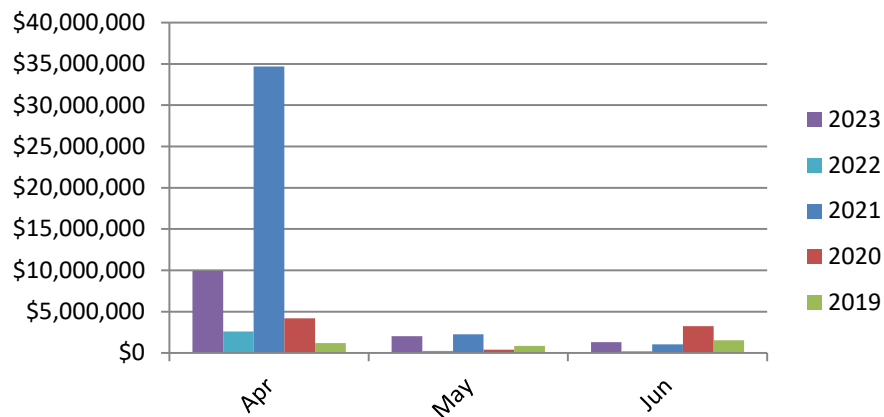
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2023	\$146,879	\$52,863	\$89,854	\$9,915,908	\$2,017,008	\$1,324,629							\$13,547,142
2022	\$2,912,000	\$937,862	\$494,839	\$2,580,043	\$254,164	\$200,269							\$7,379,177
2021	\$6,335,000	\$6,324,000	\$18,194,000	\$34,700,000	\$2,239,000	\$1,049,000							\$68,841,000
2020	\$1,921,000	\$339,000	\$1,660,000	\$4,186,000	\$382,000	\$3,260,000							\$11,748,000
2019	\$903,000	\$3,132,000	\$5,177,000	\$1,176,000	\$870,000	\$1,546,000							\$12,804,000

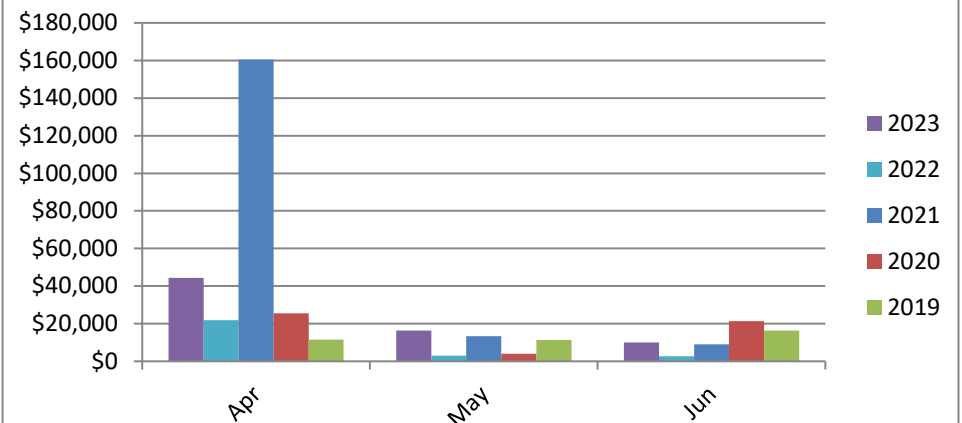
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2023	\$1,840	\$919	\$1,273	\$44,457	\$16,282	\$9,969							\$74,740
2022	\$13,584	\$6,803	\$4,081	\$21,852	\$2,993	\$2,687							\$52,000
2021	\$48,028	\$47,605	\$86,696	\$160,445	\$13,361	\$8,998							\$365,133
2020	\$11,506	\$3,879	\$11,942	\$25,465	\$4,090	\$21,363							\$78,245
2019	\$6,828	\$16,366	\$27,102	\$11,467	\$11,308	\$16,389							\$89,460

Total Improvement Value Comparison



Total Fees Received Comparison



**RESOLUTION APPROVING THE USE OF COUNCIL-DESIGNATED LOCAL
OPTION SALES TAX FOR THE NEW CONSTRUCTION INCENTIVE GRANT FOR
BETTY'S PROPERTIES, LLC FOR THE CONSTRUCTION OF A PHARMACY**

WHEREAS, in October 2019, the City of Marshalltown created a \$50,000 grant for new construction projects in the area defined by Urban Renewal Area 4 (Uptown); and

WHEREAS, Betty's Properties, LLC is constructing a new pharmacy in the area which meets the grant criteria; and

WHEREAS, the City Council approved the designation of a \$50,000 New Construction Incentive at the February 13, 2023 meeting.

**NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MARSHALLTOWN, IOWA**, that a new construction incentive grant of \$50,000 is hereby approved for payment from Council-Designated Local Option Sales Tax.

Passed this 10th day of July, 2023, and signed this _____ day of July, 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Robert Fagen, Interim City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE: July 7, 2023
RE: Betty's Properties LLC

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☒ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Recommendation: Staff recommend approval authorizing the use of LOST and the consent to reassignment.

Budget Impact:

Description/Background:

The City Council approved a \$50,000 new construction incentive grant for the Betty's Properties LLC pharmacy project at the February 13, 2023 meeting. Resolution 2023-140 authorizes the payment of those funds from Council-Designated Local Option Sales Tax.

The second resolution 2023-141 authorizes the assignment of the approved economic development tax increment payments approved in the development agreement on March 27, 2023 along with the new construction grant from Betty's Properties, LLC to United Bank and Trust at their request.

CITY COUNCIL

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



MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
DATE: February 9, 2023
RE: TIF Request- Doug Neiderman Pharmacy

Strategic Plan:

- ☒ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Invest in Downtown Redevelopment

Recommendation: To direct staff to move forward with the procedure for bringing a development agreement to City Council

Budget Impact: Legal fees ~\$10,000 will be reimbursed in future years from the Downtown TIF

Description/Background:

211 West Main Street was the home of a dental office, which was demolished in 2018 just prior to the tornado. The land has now been purchased and a building permit issued in October for the construction of a new pharmacy. A last-minute issue with the appraisal has this project on hold, and the City has the ability to bring this project back to life. Specifically, approximately \$160,000 is needed to fill a financing gap. The recommendation is to move forward with a development agreement to rebate 100% of incremental taxes not-to-exceed \$165,000. This will require a minimum assessment agreement to be in place in the amount of \$625,000, as this development agreement will be tied to the direct financing gap with the lender. Part of this agreement would also include the certification of employment each year for 7.5 FTE's including 2 full-time pharmacists.

Part of this request is to also designate the final \$50,000 new construction grant for Downtown to this project, as it fits all the criteria for the funds. As a reminder, this incentive was created in 2019 by setting aside \$250,000 of Council-designated LOST to help incentivize new construction opportunities. Previous awards include Thompson True Value, Supermarket Villachuato, Marshalltown Lofts, and the Hopkins Building (elevator).

This process will require an amendment to the Downtown Urban Renewal Plan to list the project and public hearing, as well as a public hearing on the development agreement. If things can start of February 27th, I would anticipate the public hearing and consideration of a development agreement in April

CITY COUNCIL

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



RESOLUTION APPROVING A CONSENT TO ASSIGNMENT OF ECONOMIC DEVELOPMENT TAX INCREMENT PAYMENTS AND NEW CONSTRUCTION GRANT FROM BETTY'S PROPERTIES, LLC TO UNITED BANK AND TRUST

WHEREAS, the City of Marshalltown approved a development agreement with Betty's Properties, LLC on March 27, 2023, for funding for the creation of a pharmacy on parcel numbers 8418-26-379-010, 8418-26-379-011, 8418-26-379-009; and

WHEREAS, Betty's Properties, LLC is requesting the City of Marshalltown consent to the assignment of said development agreement for the economic development tax increment payments and new construction grant to United Bank and Trust; and

WHEREAS, the March 27, 2023, development agreement states that the City shall not withhold consent of an assignment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, hereby approves the assignment of the economic development tax increment payments and new construction grant from Betty's Properties, LLC to United Bank and Trust, and the Mayor is authorized to execute and associated documents.

Passed this 10th day of July, 2023, and signed this _____ day of July, 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Robert Fagen, Interim City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE: July 7, 2023
RE: Betty's Properties LLC

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☒ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Recommendation: Staff recommend approval authorizing the use of LOST and the consent to reassignment.

Budget Impact:

Description/Background:

The City Council approved a \$50,000 new construction incentive grant for the Betty's Properties LLC pharmacy project at the February 13, 2023 meeting. Resolution 2023-140 authorizes the payment of those funds from Council-Designated Local Option Sales Tax.

The second resolution 2023-141 authorizes the assignment of the approved economic development tax increment payments approved in the development agreement on March 27, 2023 along with the new construction grant from Betty's Properties, LLC to United Bank and Trust at their request.

CITY COUNCIL

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



ASSIGNMENT OF ECONOMIC DEVELOPMENT TAX INCREMENT PAYMENTS

United Bank & Trust Co. ("the Bank") and Betty's Properties, LLC ("the Developer"), agree as follows:

1. The City of Marshalltown, Iowa (the "City") has established the Marshalltown Urban Renewal Area No. 4 ("Urban Renewal Area") and has adopted a tax increment ordinance for the said Urban Renewal Area.
2. Developer and The City entered into a Development Agreement effective March 28, 2023 (the "Development Agreement"). The Development Agreement provides that Developer will redevelop property owned by the Developer as described in the Development Agreement by constructing a pharmacy on the property (the "Property").
3. Paragraph "B" of the Development Agreement provides that the City agrees to make economic development tax increment payments (the "Economic Development Payments") to the Developer in each fiscal year during the term of the agreement in an aggregated amount not to exceed \$160,000. The Economic Development Payments will be made on December 1 and June 1 of each fiscal year, beginning on the December 1, 2024, following the first receipt by the City of incremental property tax revenues with respect to an increase in the taxable valuation of the Property over the valuation shown on the Marshall County tax rolls as of December 1, 2023, and continuing for a total of 10 fiscal years or until such earlier time at which Economic Development Payments equal to \$160,000 have been paid.
4. All conditions precedent to the obligation of the City to make the Economic Development Payments have been met, except for the ongoing obligation of the Developer to not be in breach of the Development Agreement.

5. Developer does hereby irrevocably assign to the Bank the remaining Economic Development Payments and authorizes the City to make the remaining Economic Development Payments payable to the Bank and to forward the Economic Development Payments due directly to the Bank at the following address: United Bank & Trust Co, c/o Sam Upah, 2101 S Center Street, Marshalltown, IA 50158.

6. Developer covenants and agrees it will comply with all representations, covenants, and warranties, and perform all conditions and obligations of the Developer under the Development Agreement and will not allow a default to occur which would result in the City discontinuing the Payments. The bank shall have no obligation to perform any of Developer's duties or obligations under the Agreement. This assignment shall not create any further obligations for the City. The City's obligation to make the Payments described herein shall be pursuant to the terms and conditions of the Development Agreement.

7. Paragraph C (1) provides that the City gives its permission that the Developer's rights to receive the Payments hereunder may be assigned by the Developer to a lender, as security, without further action on the part of the City.

Dated: 5/10/23

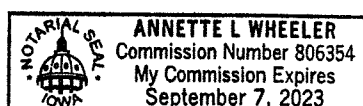
Betty's Properties, LLC

By: Allison J Niedermann

Allison J Niedermann, Member/Owner

State Of Iowa, County of Jones

This record was acknowledged before me on May 10 by Allison Niedermann as Member/Owner of Betty's Properties, LLC.



Annette L. Wheeler
Signature of Notary Public

United Bank & Trust Co

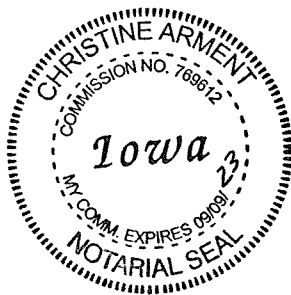
Dated: 5/8/2023

By: Sam Upah

Sam Upah, Senior Loan Officer/Vice President

State Of Iowa, County of Marshall

This record was acknowledged before me on 5/8/2023 by Sam Upah, as Senior Loan Officer/Vice President of United Bank & Trust Co., 2101 S Center St Marshalltown IA 50158.



Christine Arment
Signature of Notary Public

Dated: 4/20/23

City of Marshalltown, Iowa

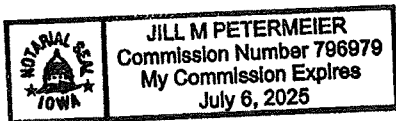
By: Jessica Kinser

Name: Jessica Kinser

Title: City Administrator

State Of Iowa, County of Marshall

This record was acknowledged before me on 4/20/23 by Jill Petermeier
as HR Director of the City of Marshalltown, Iowa.



Jill Petermeier
Signature of Notary Public

Assignment of New Construction Grant

from the City of Marshalltown

Betty's Properties LLC

Betty's Properties LLC (The Developer) does hereby irrevocably assign United Bank & Trust Co. the New Construction Grant Payment and authorizes the City to make payments payable to the Bank and to forward the Payments due directly to the Bank at the following address: United Bank & Trust Co, c/o Sam Upah, 2101 S Center Street, Marshalltown, IA 50158.

Betty's Properties LLC covenants and agrees it will comply with all representations, covenants, and warranties, and perform all conditions and obligations of the Developer under the Development /Grant Agreement and will not allow a default to occur which would result in the City discontinuing the Payment. United Bank & Trust Co. shall have no obligation to perform any of Developer's duties or obligations under the Agreement. This assignment shall not create any further obligations for the City. The City's obligation to make the Payments described herein shall be pursuant to the terms and conditions of the Economic/Grant Agreement.

Betty's Properties, LLC

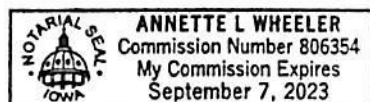
Dated: 7-5-23

By: Allison J. Niedermann

Allison J Niedermann, Member/Owner

State Of Iowa, County of Jones

This record was acknowledged before me on 07-06-2023 by Annette L. Wheeler
as Member/Owner of Betty's Properties, LLC.



Annette L. Wheeler
Signature of Notary Public

Dated: 7/5/2023

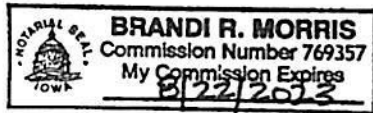
United Bank & Trust Co

By: Sam Upah

Sam Upah, Senior Loan Officer/Vice President

State Of Iowa, County of Marshall

This record was acknowledged before me on 5th day of July, 2023 by Sam Upah, as Senior Loan Officer/Vice President of United Bank & Trust Co., 2101 S Center St Marshalltown IA 50158.



Brandi R Morris
Signature of Notary Public

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the "City") and Betty's Properties, LLC (the "Company") as of the 28th day of March, 2023 (the "Commencement Date").

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, 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 construction of a new commercial building on the Property (the "Project") for use in the business operations of a pharmacy; 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 defraying the costs of constructing and maintaining the Project; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development; 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

NOW, THEREFORE, in consideration of the mutual obligations contained in this Agreement, the parties hereto agree as follows:

A. Company's Covenants

1. **Project Construction.** The Company agrees to construct the Project on the Property. Furthermore, the Company agrees to invest not less than \$815,000 into capital improvement for the Projects, including construction work and other furnishings. The Company agrees to submit a detailed site plan (the "Site Plan") for the development of the Project to the City. Upon its approval by the City, the Site Plan shall be attached hereto as Exhibit B.. The Company agrees to complete the Project by no later than December 31, 2023.

The Company agrees to ensure that the completed Project is used in the business operations of a pharmacy throughout the Term (as hereinafter defined) of this agreement (the "Business Operations Requirement").

Further, the Company 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. The Company further agrees to maintain compliance with local zoning, land use, building and safety codes and regulations

2. Employment Requirements. The Company agrees to meet the following employment requirements (the "Employment Requirements") during the Term, as hereinafter defined, of this Agreement.

a. Establishment of Employment Positions. The Company agrees to establish not less than one and a half (1.5) full-time equivalent pharmacist employment positions and two (2) **[part-time][full-time]** equivalent pharmacy technician employment positions in connection with its business operations on the Property by no later than March 1, 2024.

Full-Time Equivalent Employment Positions means either (i) an employee who works at least 40 hours per week or 2,000 hours per year; or (ii) any combination of employees who, in the aggregate, work at least forty hours per week at least 2,000 hours per year.

b. Maintenance of Employment Positions. From March 1, 2024, and continuing throughout the remainder of the Term of this Agreement, the Company agrees to comply with the Employment Requirements in connection with its business operations on the Property.

3. Company's Annual Report. The Company agrees to submit an annual report (the "Annual Report") to the satisfaction of the City by no later than each October 1 during the Term of this Agreement, commencing October 1, 2024, demonstrating that (i) the Business Operations Requirement is being met; (ii) the Company owns the Property, including the Project; and (iii) the Employment Requirements are being met. The Company agrees to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report.

4. Property Taxes. The Company agrees to ensure timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term (as hereinafter defined) and to submit receipts, cancelled checks or certification based on public records as evidence of each such payment.

5. 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 Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to maintain compliance with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.

- (iii) Failure by the Company to maintain compliance with the Employment Requirements pursuant to the terms and conditions of this Agreement.
- (iv) Failure by the Company to maintain compliance with Section A.3 of this Agreement.
- (v) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (vi) Failure by the Company to comply with any other material Sections of this Agreement.

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.

B. City's Covenants

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make twenty (20) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made in any fiscal year during the Term shall not exceed \$16,000. Further, the aggregate, total amount (the "Maximum Payment Total") of the Payments made under this Agreement during the Term (as hereinafter defined) shall not exceed \$160,000. 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 the unencumbered Incremental Property Tax Revenues (as hereinafter defined) received by the City from the Marshall County Treasurer which are attributable to the Urban Renewal Area. Incremental Property Tax Revenues are determined by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the property in the Urban Renewal Area; (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 situated in the Urban Renewal Area, as shown on the property tax rolls of Marshall County; and (4) deducting any property tax credits which shall be available with respect to the Property.

The Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2024, and continuing through and including June 1, 2034, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning December 1, 2023, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year an amount of Incremental Property Tax Revenues to be collected in such following fiscal year equal to or less than \$16,000 (the "Appropriated Amount").

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 Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, 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 Payments shall not render this Agreement null and void, provided however that no Payment shall be made after June 1, 2034.

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, 2024 and on June 1, 2025, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2023).

In addition, no Payment shall exceed the amount of unencumbered 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) received by the City from the Marshall County Treasurer attributable to the taxable valuation of the property situated in the Urban Renewal Area.

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. This Agreement may not be amended or assigned by either party 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 borrowing to be done in connection with the carrying out of the Project, without further action on the part of the City.

2. Succession. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **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.

4 **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on the date on which the last Payment is made by the City to the Company under Section B.1 above.

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

Bob Green

Attest:

Shawn Hunter
City Clerk

BETTY'S PROPERTIES, LLC

By:

Allison G.

Its:

owner

EXHIBIT A – REAL PROPERTY DESCRIPTION:

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa bearing Marshall County Property Tax Parcel Identification Numbers 8418-26-379-010, 8418-26-379-011 and 8418-26-379-009.

EXHIBIT B – SITE PLAN:

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Betty's Properties, LLC)

422742-52

Marshalltown, Iowa

March 27, 2023

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 p.m., on March 27, 2023, at the City Council Chambers, 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: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker

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 Betty's Properties, LLC 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:

No written or oral comments were presented.

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member Schneider introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member Kell; 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: Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker

Nays: _____.

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

RESOLUTION 2023-066

Resolution Approving Development Agreement with Betty's Properties, LLC, 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. 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 Betty's Properties, LLC (the "Developer") has been prepared in connection with the construction of a commercial building by the Developer for use in the business operations of a pharmacy (the "Project"); and

WHEREAS, under the Agreement, the City would provide tax increment payments to the Developer in a total amount not exceeding \$160,000; 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 March 27, 2023, 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 of new jobs, 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 Developer.

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. 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. 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 revenue 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 March 27, 2023.

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, Iowa 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 Betty's Properties, LLC.

WITNESS MY HAND this 28th day of March, 2023.

Alecia Hunter
City Clerk

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE 2020
SANITARY SEWER REHABILITATION PROJECT - CIPP #SAN 21-001, AN
INCREASE OF \$73,450.70**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Municipal Pipe Tool Co. LLC, for the labor and material for the 2020 Sanitary Sewer Rehabilitation Project - CIPP #SAN 21-001; 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 #2 for the Sanitary Sewer Rehabilitation Project - CIPP, in the increased amount of \$73,450.70 is hereby accepted and approved.

Passed this 10th day of July 2023, and signed this _____ day of July, 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Joel Greer, Acting City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, PE – Public Works Director
DATE: July 10, 2023
RE: 2020 Sanitary Sewer Rehabilitation Project – CIPP (SAN 21-001) _ Change Order #2

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Plan and fund improvements to the City's infrastructure and buildings

Recommendation:

Staff recommends approval of Change Orders #2 in the amount of \$73,450.70.

Budget Impact:

This project has funds in the current project construction budget as outlined below:

Construction Costs:

Change Order #2	\$	73,450.70	
Change Order #1	\$	6,470.43	
Construction Base	\$	<u>4,768,210.10</u>	Municipal Pipe Tool Co.
	\$	4,848,131.23	TOTAL

Funding Sources

Sewer Enterprise Cash on Hand	\$	727,198.92	Refer to Note 1
SRF Revenue Bond	\$	<u>4,120,932.31</u>	Refer to Note 1
	\$	4,848,131.23	TOTAL

Note 1: This project is funded through a combination of a \$13.125 Million Dollar revenue bond and local cash on hand with our Sanitary Sewer Enterprise Fund. *The revenue bond is providing partial funding for this CIPP Project and the WPC Headworks Project (with current construction costs thru CO#1 of \$8,979,067.69).*

Description/Background:

Refer to description on attached Change Order. In short, this is to provide agreed upon unit prices for pull tape, IST robot hours, and to reduce unit prices on several items (designated as bis items # > 100) where the repair length is greater than 12 feet.

i:\public works\council items\memo - council 2023 bob_hat.docx

CITY COUNCIL

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



CHANGE ORDER NO.: 2

Owner:	City of Marshalltown	Owner's Project No.:	SAN 21-001
Engineer:	FOX Strand	Engineer's Project No.:	2407-20A
Contractor:	Municipal Pipe Tool Co. LLC	Contractor's Project No.:	2022-24
Project:	2020 Sanitary Sewer Rehabilitation Project - CIPP		
Contract Name:	Contract Documents inc Addendum #1, Change Order #1		
Date Issued:	7/10/2023	Effective Date of Change Order:	7/11/2023

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

During CCTV work, several issues were identified that need work performed that was not covered in any of the established bid items / unit prices. This change order is intended to set up a bid item and unit price for those instances. In addition, there were several areas where a traditional single-spot point repair would not replace enough pipe to allow lining. We requested new unit prices for those scenarios where the length of pipe needing to be replaced exceeded 12-ft in an effort to obtain lower unit prices; these items include "Pipe Segment Replacement" in the bid item. We also recommend an additional 30-days due to the increase in work.

Attachments: List of created bid items & unit prices.

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:
\$ 4,768,210.10	Substantial Completion: September 22, 2023
	Ready for final payment: November 3, 2023
Increase from previously approved Change Orders	[Increase] [Decrease] from previously approved Change Orders:
\$ 6,470.43	Substantial Completion: No Change
	Ready for final payment: No Change
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 4,774,680.53	Substantial Completion: September 22, 2023
	Ready for final payment: November 3, 2023
Increase this Change Order:	Increase with this Change Order:
\$ 73,450.70	Substantial Completion (days): 30
	Ready for final payment (days): 30
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 4,848,131.23	Substantial Completion: October 22, 2023
	Ready for final payment: December 3, 2023

Recommended by Engineer

By: Heather Thomas
 Title: Public Works Director
 Date: 7/6/2023

Accepted by Contractor

By: Sharon Waschkat
 Title: COO
 Date: 7/6/2023

Authorized by Owner

By: _____
 Title: Mayor
 Date: 7/11/2023

CHANGE ORDER NO.: 2			
Owner:	City of Marshalltown	Owner's Project No.:	SAN 21-001
Engineer:	FOX Strand	Engineer's Project No.:	2407-20A
Contractor:	Municipal Pipe Tool Co. LLC	Contractor's Project No.:	2022-24
Project:	2020 Sanitary Sewer Rehabilitation Project - CIPP		

Item #	Item Description	Qty	Unit	Unit Price	Extended Price
4.70	IST Robot (See Note A Below)	1	HR	\$ 575.00	\$ 575.00
4.71	Sanitary Sewer Pull Tape, 8-inch for CIPP #199	225	LF	\$ 3.22	\$ 724.50
4.72	Sanitary Sewer Pull Tape, 24/36-inch for CIPP #172 (need 2 along length)	1,072	LF	\$ 5.35	\$ 5,735.20
101.01	Traffic Control - Highway 14 Open Trench	1	LS	\$ 5,600.00	\$ 5,600.00
102.02	Earthwork, Roadway Excavation - Pipe Segment Replacement	20	CY	\$ 56.00	\$ 1,120.00
102.04	Subgrade Preparation, 8-Inch - Pipe Segment Replacement	100	SY	\$ 5.60	\$ 560.00
104.02	Sanitary Sewer, Main Replacement, 8-Inch - Pipe Segment Replacement	13	LF	\$ 448.00	\$ 5,824.00
104.03	Sanitary Sewer, Main Replacement, 10-Inch - Pipe Segment Replacement	13	LF	\$ 504.00	\$ 6,552.00
104.05	Sanitary Sewer, Main Replacement, 15-Inch - Pipe Segment Replacement	13	LF	\$ 532.00	\$ 6,916.00
104.06	Sanitary Sewer, Main Replacement, 18-Inch - Pipe Segment Replacement	13	LF	\$ 588.00	\$ 7,644.00
106.04	Sanitary Sewer Manhole, SW-307 with Exterior Drop Connection	1	EA	\$ 11,200.00	\$ 11,200.00
107.01	Removal and Disposition of Pavement - Pipe Segment Replacement	100	SY	\$ 28.00	\$ 2,800.00
107.06	Modified Subbase Stone, 8-inch Depth - Pipe Segment Replacement	40	TON	\$ 39.20	\$ 1,568.00
107.08	Sidewalk Removal - Pipe Segment Replacement	10	SY	\$ 22.40	\$ 224.00
107.09	Sidewalk, PCC, 5-Inch Thick - Pipe Segment Replacement	10	SY	\$ 72.80	\$ 728.00
107.13	Roadway GeoGrid - Pipe Segment Replacement	100	SY	\$ 5.60	\$ 560.00
107.15	PCC Full Depth Patch - Pipe Segment Replacement	100	SY	\$ 140.00	\$ 14,000.00
107.17	Surfacing, Remove and Replace, Class A Roadstone - Pipe Segment Replacement	20	TON	\$ 56.00	\$ 1,120.00

TOTAL \$ 73,450.70

Note A: MPT has indicated the need for an IST robot to remove certain debris and protruding taps. The Contract has several bid items to cover many of these tasks. The addition of this bid item 4.70 is for use when it is requested by MPT and the City determines existing bid items do not cover the proposed work. Preauthorization is required.

**RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING BOULDER CONTRACTING, LLC FOR THE 2020 BOX CULVERT
REPAIR PROJECT #SMW20-003**

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2020 Box Culvert Repair #SMW20-003; and

WHEREAS, said project has been completed by Boulder Contracting LLC, 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 2020 Box Culvert Repair, being project #SMW20-003, 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 Boulder Contracting LLC, including the payment of the items called for in said contract and Statement of Completion.

Passed this 10th day of July 2023 and signed this _____ day of July 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
Joel Greer, Acting City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and City Council
FROM: Jay C. Koch, P.E., Civil Engineer II
DATE: July 5, 2023
RE: SMW20-003 2020 Box Culvert Repairs, Certificate of Substantial Completion and Notice of Acceptability of Work

Strategic Plan:

- ☒ Strategy 1: Expand and improve development in the community.
- ☒ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Certificate of Substantial Completion and Notice of Acceptability of Work is require by the contract documents.

Recommendation:

Staff recommends acceptance of Certificate of Substantial Completion and Notice of Acceptability of Work.

Budget Impact:

There are no impacts to the budget with acceptance of these documents.

Description/Background:

Statement of Substantial Completion is required by the contract documents to notify the contractor that May 5, 2023 has been established as substantial completion. Substantial completion is the date when project can be utilized for its intended purpose and establishes the date from which the 4 year warranty period begins. An inspection of the facilities will be completed prior to May 5, 2027 to determine if any warranty items will need to be addressed. Other conditions associated with this statement are provided in the actual document.

Notice of Acceptability of Work is require by the contract to give notice to the Owner and Contractor that the engineer recommends final payment to the Contractor. Payment of retainage will be made 30 calendar days after the acceptance of this Notice. Other conditions of this notice are provided in the actual document.

Acceptance of these documents does not relieve Contractor of any surviving obligations under the Construction Contract.

j:\prj\projects by year\2020\smw20003 2020 box culvert repair\final\smw20-003 sc & noa council memo 20230705.docx

CITY COUNCIL

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



CERTIFICATE OF SUBSTANTIAL COMPLETION

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: 2020 Box Culvert Repair
Contract Name: 2020 Box Culvert Repair, SMW20003 plus Addendum #1 & Change Orders 1-6

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

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

All items

Date of Substantial Completion: **5/20/2023**

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

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

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

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

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

[NONE]

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

[NONE]

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

[NONE]

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

Engineer

By (signature):

Name (printed):

Title:

Jay C. Koch, P.E.

Civil Engineer II

NOTICE OF ACCEPTABILITY OF WORK

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.:	J620
Project:	2020 Box Culvert Repair		
Contract Name:	2020 Box Culvert Repair, SMW20003 plus Addendum #1 & Change Orders 1-6		
Notice Date:	7/5/2023	Effective Date of the Construction Contract:	4/11/2022

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

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

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

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

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

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

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

Engineer

By (signature):

Name (printed):

Title:


Jay C. Koch, P.E.

Civil Engineer II

**RESOLUTION ACCEPTING THE DESTINATION IOWA GRANT
AMENDMENT OF \$75,000 FOR CREATIVE PLACEMAKING PROJECT
AT THE MARTHA-ELLEN TYE THEATER**

WHEREAS, the State of Iowa has created the Destination Iowa program to provide grants to projects which enhance tourism opportunities in Iowa, including a \$20 million set-aside for Creative Placemaking projects which focus on a specific area; and

WHEREAS, the City of Marshalltown applied for funding under the Creative Placemaking allocation in an amount of \$2,156,135 for four projects, including the following:

- Trail Bridge across Linn Creek
- Iowa River's Edge Trail Head
- Water Plaza
- Martha-Ellen Tye Theater Renovation, Phase 1; and

WHEREAS, the State of Iowa has awarded Marshalltown \$2 million for the four projects as part of the Destination Iowa program; and

WHEREAS, the Iowa Department of Cultural Affairs has approved an amendment to the grant agreement to award an additional \$75,000 for the Marshalltown Arts & Civic Center Martha-Ellen Tye Theater Renovation.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MARSHALLTOWN, the Mayor is hereby directed to execute any contracts or other documents necessary to accept the \$75,000 award.

Passed this 10th day of July 2023, and signed this _____ day of July 2023.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

IOWA DEPARTMENT OF CULTURAL AFFAIRS

KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

CHRIS KRAMER, DIRECTOR

IOWA ARTS
COUNCIL

PRODUCE
IOWA

STATE HISTORICAL
SOCIETY OF IOWA

STATE HISTORICAL
MUSEUM OF IOWA

STATE HISTORICAL
LIBRARY & ARCHIVES

STATE HISTORIC SITES

STATE HISTORIC
PRESERVATION
OFFICE OF IOWA

IOWA HISTORICAL
FOUNDATION

June 16, 2023

Dear Alicia, Hector and Karn,

Congratulations! We are pleased to inform you that the Iowa Department of Cultural Affairs has approved an amendment to your grant agreement and awarded an additional \$75,000 for the Marshalltown Arts & Civic Center project.

Please read closely for details regarding your award:

Original Award

- As part of your initial Iowa Great Places funding application, Marshalltown was awarded \$350,000 from the FY22 Iowa Great Places funding round for the Marshalltown Arts & Civic Center project.
- The project end date for this award is 12/31/2024. The final report must be submitted by 1/31/2025.

New Award - Grant Amendment

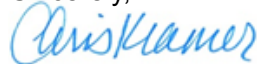
- Your Iowa Great Places grant agreement will be amended with an additional award of \$75,000, bringing your total award to \$425,000.
- The deadline for reimbursement of this amended amount is 6/30/24. The final report must be submitted by 7/31/2024.

Total Award - Key Conditions

- All project expenses must be RIIF eligible per the guidelines and Iowa Code.
- The match requirement for the new grant funding is 1:1. The cash match must be secured, dedicated to eligible expenses, a legitimate part of the proposed project, and expended within the eligible funding period. The 1:1 match requirement may be raised through a combination of public and private sources but may not include in-kind donations of goods or services.

As a partner in the successful implementation of your project, the Iowa Department of Cultural Affairs is available to assist you with your grant requirements and encourages you to remain in contact with staff during the grant period. Please contact Jon Berg at jon.berg@iowa.gov with questions.

Sincerely,



Chris Kramer, Director
Iowa Department of Cultural Affairs



David Schmitz, Administrator
Iowa Arts Council

**RESOLUTION SETTING PUBLIC HEARING FOR AN AMENDMENT TO THE
ZONING MAP FOR 201 E MERLE HIBBS BLVD**

WHEREAS the City has an adopted Zoning Ordinance which includes zoning districts and various requirements under said districts; and

WHEREAS City staff have received a rezoning request from RISE M LLC the owners of the lot at 201 E Merle Hibbs Blvd (parcel 8318-11-426-012) to change the zoning from Mixed-use to General Commercial; and

WHEREAS the process for amending the Zoning Ordinance requires a public hearing with the Plan Zoning Commission and the City Council; and

WHEREAS the Plan Zoning Commission has scheduled a Public Hearing for July 13, 2023; and

WHEREAS the City Council desires to set a public hearing for the public.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that a public hearing on an ordinance amendment be set for July 24, 2023, at 5:30 p.m.

Passed this 10th day of July 2023, and signed this ____ day of July 2023.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Joel Greer, Acting City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: July 10, 2023
RE: Request the setting of Public Hearing _ Rezoning of 201 E Merle Hibbs Boulevard

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☒ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Identify partners to address community issues like homelessness and mental health. *Providing Veterans care they need is a community issue we face in Marshalltown. The proposed Development will aid in providing better access to medical, outpatient, and professional services to Veterans.*

Recommendation:

We recommend the Council set a public hearing to be held at the July 24, 2023 City Council meeting for the rezoning of 201 E Merle Hibbs Boulevard (PIN 8318-11-426-012) from Mixed-Use to General Commercial.

201 E Merle Hibbs Boulevard is an 11.5-acre parcel located on the south side of E Merle Hibbs Boulevard between Wal-Mart and McFarland Clinic.

Budget Impact:

None

Description/Background:

The City of Marshalltown recently underwent a major rewrite of our zoning ordinance that was adopted and became effective April 14, 2022. With that zoning re-write project, the parcel – now known as 201 E Merle Hibbs Boulevard, was zoned as Mixed-Use. Mixed use was set up to provide for mixed office, retail, and residential uses in neighborhood centers or in close proximity to residential areas. Mixed-use zoned areas require the building be built within five feet of the property line to provide for an urban edge and maintain continuity in the improved street frontages with a prominent public entrance from the primary street.

The proposed development, a Veterans Affairs Clinic, fits the uses allowed in a Mixed-Use zoned district; however, does not meet the building form requirements of building w/i 5-ft of the property line and having the prominent public entrance among other requirements. The adjacent properties of Wal-Mart

CITY COUNCIL

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

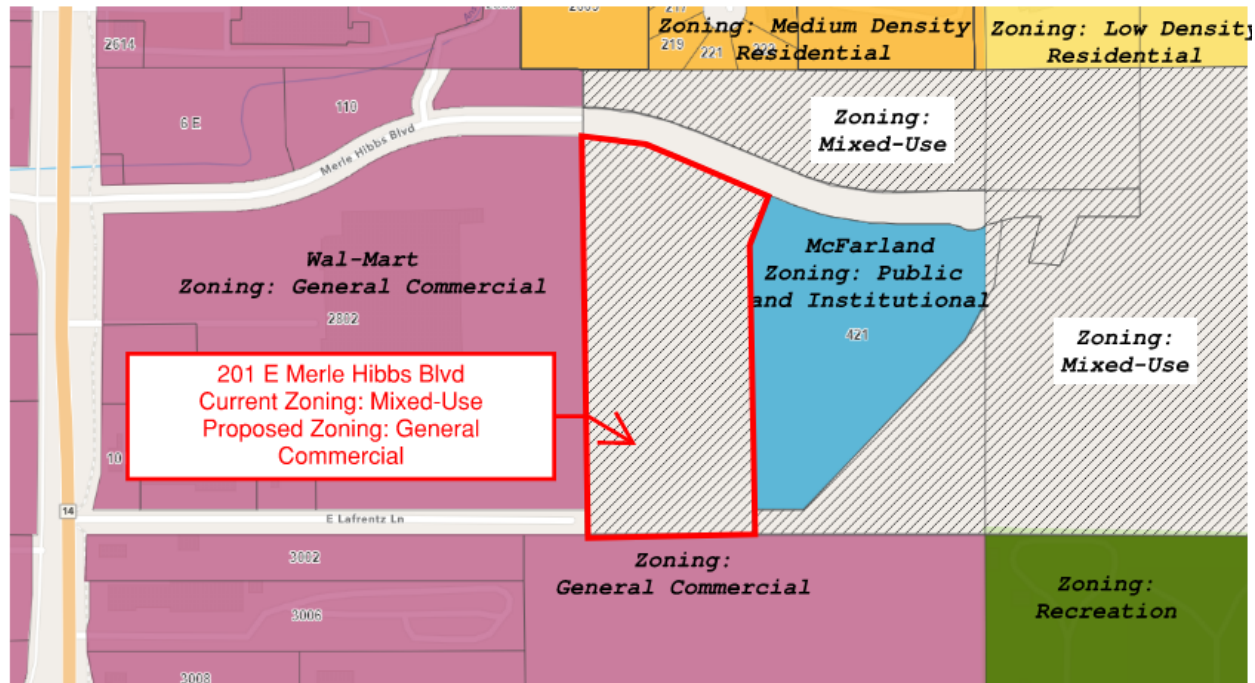


and McFarland Clinic also do not have an urban edge to which this property could match to maintain continuity.

The proposed Development does meet the requirements for use and building form of General Commercial zoning.

The properties immediately west and south of this parcel are zoned General Commercial.

The applicant, Rise M LLC, has submitted the required application, legal description, and application fee for rezoning of the parcel to General Commercial.



Marshalltown's Planning and Zoning Commission has set a public hearing on this matter for July 13th and will formalize their recommendation to City Council whether to approve or reject the rezoning request.

This recommendation is planned to come to the City Council at their meeting held July 24th, 2023. Therefore, we are requesting City Council set their Public Hearing for the same date.

Attachments:

- Memo from City Planner to P&Z Commission on Rezoning Request
- Rezoning Application Packet
- 201 E Merle Hibbs Blvd Legal Description

i:\public works\council items\2023\rezoning\memo_request for city council to set public hearing_rezoning of 201 e merle hibbs boulevard.docx

CITY COUNCIL

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



MARSHALLTOWN

I O W A

TO: Plan and Zoning Commission

FROM: Hector Hernandez, City Planner

DATE: June 29, 2023 – Meeting Date / July 13, 2023 Public Hearing

SUBJECT: Review and Set Public Hearing: Rezoning Application for 201 E Merle Hibbs Blvd (Parcel Number 8318-11-426-012)

Policy Issue: A rezoning is an amendment to the Zoning Map, which is part of the Zoning Ordinance. Rezoning requests go before the Plan Zoning Commission for a review and public hearing where a recommendation is made to the City Council.

Request: RISE M LLC the owners of the lot at 201 E Merle Hibbs Blvd (Parcel Number 8318-11-426-012) have proposed to change the zoning from Mixed-use to General Commercial. The development use will be considered All Other Medical Facilities in Medical Facilities under the zoning ordinance.

Current Zoning Classification: The current zoning classification is Mixed-use. Mixed-Use has building standards which this proposal does not meet.

Comprehensive Plan Designation: Marshalltown 2030 Comprehensive plan has this zoned as low density residential for future land use. A proposed amendment to the Comprehensive Use Plan is recommended if this property is rezoned.

Staff Review: RISE M LLC is proposing a new outpatient clinic that will service for specialty health services for medical, outpatient, and/or professional services to Veterans. The building is intended use for Veteran's Affairs.

Zoning categories this proposal as Medical Facilities. Medical Facilities means a use category containing uses providing medical or surgical care to patients. Some uses may offer overnight care. Uses in this use category include: Acupuncture clinic; Blood or plasma center; Chiropractor; Drug, alcohol or psychiatric treatment center, out-patient; Hospice center; Hospital; Medical or dental office; and other uses meeting the definition of Medical Facilities according to the Zoning Administrator.

Use Category	Specific Use ¹	Cv = Conventional Cl = Cluster In = Infill	Residential								Mixed-Use		Nonresidential				Standards
			AS	RR	RL		RM		RH		MU	UC	GC	PI	REC	GI	
					Cv	Cl	Cv	In	Cv	In							
Medical Facilities	Hospital		--	--	--	--	--	--	S	S	--	--	--	P	--	P	156.C.005
	All Other Medical Facilities		--	--	--	--	--	--	S	S	P	P	P	P	--	P	156.C.005

All Other Medical Facilities are a Permitted Use in General Commercial zoning.

Housing & Community Development

24 North Center Street, Marshalltown, IA 50158 - Tel. (641) 754-5756 - Fax (641) 754-5742
The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.



Purple=General Commercial White=Mixed-Used Blue= Public Institution

Review Criteria.

In determining whether to approve, approve with conditions, or deny a Zone Change, the review bodies shall consider provisions of Subsection 156.J.002.5, Common Review Criteria, together with the following:

Property Dimensions. The dimensions of the subject property to accommodate reasonable development that complies with the requirements of this ZO, including parking, open space, and buffering requirements.

Need. The pace of development and the amount of vacant land currently zoned for comparable development in the vicinity of the subject property.

Hardship. A comparison of the hardship to the applicant with the relative gain to the public health, safety, and welfare.

Consistency. The proposed zone change is consistent with the Comprehensive Plan or Future Land Use Map and increase the likelihood of advancing the goals, objectives, and policies of the Comprehensive Plan Land Use Map, or another adopted area plan, including but not limited to redevelopment plans;

Compatibility. The range of uses allowed by the proposed zoning district will be compatible with the properties in the immediate vicinity of the subject property;

Suitability. The suitability of the subject property for the zoned purposes;

Changed Conditions. The character of the surrounding area is transitioning or being affected by other factors, such as traffic, a new school, adjoining uses, or environmental issues; and

Support. Nearby property owners are in support of, or do not oppose, the proposed map amendment.

Recommendation – The zoning officer recommends a rezoning to general commercial due to mixed-use zoning amendments not being ready to proceed. The zoning ordinance is pending a revised update under the mixed-use district building standards.

Housing & Community Development

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

Next Steps: Review the request based on the previous criteria and set public hearing for the Planning & Zoning Commission meeting on July 13th, 2023 to receive comments and ultimately make a recommendation to City Council on July 24, 2023.

Housing & Community Development

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

\$7 chg.

PLAT OF SURVEY

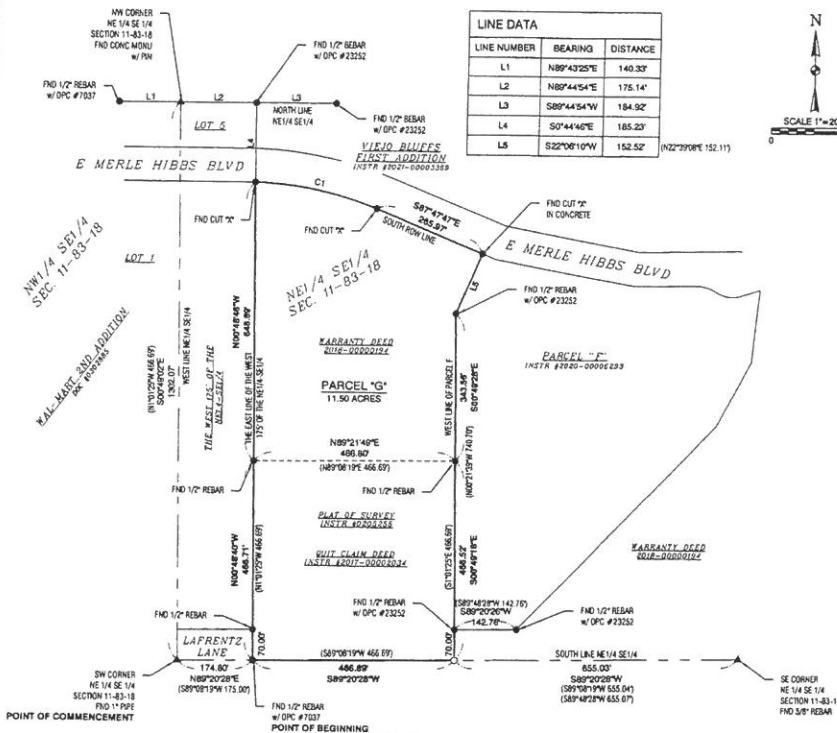
INDEX LEGEND	
LOCATION:	PARCEL "G" LOCATED IN THE NE 1/4 SEC 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA
PROPRIETOR:	STALZER FARMS INC.
REQUESTED BY:	DANIEL FATLAND
PREPARED BY:	CLAPSADLE-GARBER ASSOCIATES, INC.
RETURN TO:	16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158 PHONE 841-760-0701 CGA@CGACONSULTANTS.COM

Box

W.Hunt



Recorded 11/22/2022 at 10:37:03 AM
Amt: \$7.00 Charge Page 1 of 1
Revenue Tax
Marshall County Iowa
Nan Benson County Recorder
File 2022-00006062



LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°43'52"E	140.33'
L2	N89°44'54"E	176.14'
L3	S89°44'54"W	184.92'
L4	S07°44'46"W	185.23'
L5	S22°06'10"W	152.52'

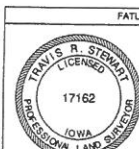


Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	289.78'	788.85'	21°02'44"	S79°19'37"E	288.13'
	(289.78')	(788.85')	(21°02'44")	(N77°52'14"W)	(288.13')

LEGAL DESCRIPTION:

PARCEL "G" LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M.; THENCE, N89°29'28"E 174.80' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, N07°48'40"W 486.71' ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 TO THE SOUTH RIGHT OF WAY LINE OF EAST MERLE HIBBS BOULEVARD; THENCE, S07°44'46"W 185.23' ALONG SAID SOUTH RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "F" AND RECORDED IN INSTRUMENT NO. 2020-00006280 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S22°06'10"W 152.52' ALONG THE WEST LINE OF SAID PARCEL "F"; THENCE, S07°48'18"E 486.52' ALONG THE WEST LINE OF SAID PARCEL "F" TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE, S89°29'28"E 174.80' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.80 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND: (1) = RECORDED AS	
▲	PLSS CORNER FOUND (see notes)
●	PARCEL OR LOT CORNER
△	PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)
○	1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Travis R. Stewart, P.L.S.
Iowa License Number 17162
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal: THIS SHEET



PROJECT NO. 79680
DATE OF SURVEY: 10-26-22
DRAWN BY: TMM
FIELD CHECK: SLS/HAT
SHEET NO: 1 OF 1

MARSHALLTOWN

— I O W A —

HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

36 North Center Street, Marshalltown, IA 50158

Ph: 641-754-5756 Fax: 641-754-5742

www.marshalltown-ia.gov

Rezoning Request Application Packet

Application: Applications will not be accepted unless complete. All required items must be submitted with the application. Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

Notifications: The City will place a sign on the property to notify the public that a rezoning request has been submitted. The sign includes the city's phone number so that concerned individuals will have an opportunity to learn about the proposal and can present information on this matter to the Commission and/or Council at the public hearing. A notice of public hearing is also published in the newspaper.

1. The burden of providing sufficient evidence to make the applicant's case shall be on the applicant in all cases.
2. The rezoning request must be considered by the Plan Zoning Commission and the City Council. Contact the Housing & Community Development Director for a schedule of the upcoming meetings. Please note the deadline dates for each meeting. The commission will review the request at a regularly scheduled meeting at least once prior to the public hearing. A public hearing must be held by the commission prior to making a recommendation to the City Council. The Plan Zoning Commission meets in the City Council Chambers at City Hall at 5:00 PM on the Thursday following the first Council meeting of the month.
3. The Marshalltown City Council meets on the 2nd and 4th Mondays of the month at 5:30 p.m. in the City Hall Council Chambers. According to Iowa Code, the rezoning requires three readings and a public hearing.
4. Under optimum conditions it takes about 4-6 months to rezone property if the issue is not controversial. Larger projects may require additional time.
5. Applicants are encouraged to provide all applicable information as early as possible to facilitate the process.

Date Submitted & Fee Paid: _____

Rezoning Request Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742

www.marshalltown-ia.gov

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

✓ **Legal description of the property.** The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.

✓ **Application fee.** A \$500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

Please type or print legibly in ink.

Property Address:

201 E Merele Hibbs Boulevard

Owner:

RISE M LLC

Mailing Address:

801 Burns St. Hawley, MN 56549

Phone:

701.899.2309

E-mail:

dfatland@c2construct.com

Current Zoning Classification:

MU - Mixed-Use

Current Use:

Agricultural

Proposed Zoning Classification:

GC - General Commercial

Proposed Use:

Medical

Please list the uses of surrounding properties:

Medical and Commercial (Walmart to the West of property and McFarland Clinic)

Signature and Date:



6/26/2023

**RESOLUTION APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY DEVELOPMENT AGREEMENT FOR CONTRACT 20-DRH-
022, 1807 SOUTH 7TH AVENUE, 30-UNIT BUILDING**

WHEREAS, the City of Marshalltown, Iowa, received a Disaster Recovery Community Development Block Grant (CDBG) on behalf of HCI50158 Investment LLC for the creation of a 30-unit rental building at 1807 South 7th Avenue; and

WHEREAS, the City is the grantee for the purposes of the funding; and

WHEREAS, the Iowa Finance Authority and Iowa Economic Development Authority have presented a Development Agreement for the City and Developer to execute which includes Exhibits A, B, D, E.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA that the Mayor is hereby authorized to execute the Development Agreement and associated exhibits for CDBG Contract 20-DRH-022.

Passed this 10th day of July 2023 and signed this ____ day of July 2023.

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.

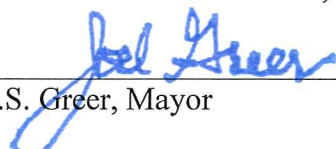
Section 2. The Huegerich Construction Company \$1,479,750 project to build 6 owner occupied townhomes units at 106 N 4th Ave, Marshalltown is approved. The CDBG derecho share of this is estimated at \$860,000. The other funds for the project will be provided by the developer and property sales.

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 29th day of November 2022.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
MULTI-FAMILY UNIT RENTAL DEVELOPMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") is by and between the City of Marshalltown, Iowa (herein called the "City") and HCI50158 Investment, LLC. (herein called the "Developer").

WITNESSETH THAT:

WHEREAS, the effective date of this Agreement is _____, 2023; and

WHEREAS, the City received Community Development Block Grant Disaster Recovery (CDBG-DR) funds from the Iowa Economic Development Authority (IEDA) under Additional Extending Government Funding and Delivering Emergency Assistance Act, 2021 Signed into law: Public Law 117-43, allocating CDBG funding to HUD; and

WHEREAS, the Developer was the applicant for said funds; and

WHEREAS, Developer will own, develop and manage the Project; and

WHEREAS, these funds will be used to assist the construction of 30 affordable multi-family housing units at 1807 South 7th Avenue, Marshalltown, IA 50158 as depicted in Exhibit A; and

WHEREAS, the City has been designated as the recipient of these funds by IEDA and will receive, administer, and disburse these funds; and

WHEREAS, the City has relied upon the representations of the proposed activities by the Developer who will undertake the community development activities in accordance with the original funding application submitted to the IEDA; and

WHEREAS, this project shall be subject to all the terms and conditions specified in the contract by and between the IEDA and the City for the implementation of the CDBG-DR funds, in the attached Exhibit A, and all governing regulations set by City ordinances and codes; and

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

1. As a condition of providing up to \$2,280,000, the Developer will be responsible for developing, in a manner satisfactory to the City and IEDA and consistent with any standards required by this Agreement or federal or state laws and regulations, the construction of a new multi-family project located at 1807 South 7th Avenue, Marshalltown, IA 50158 containing 30 units (the "Project"). Additionally, all single-family homes and at least 51% of the 30 rental units (or 15 units) must be leased to persons and/or households at or below 80% of the area median family income, as determined by the U.S. Department of Housing and Urban Development.

B. Funding

1. The City agrees to lend the project an amount not to exceed \$2,280,000 in CDBG-DR funds, as more specifically set out in Exhibit B: Mortgage, Exhibit C: Promissory Note, Exhibit D: Assignment of Leases and Rents (as applicable), and Exhibit E: Agreement for Covenants and Restrictions (this Agreement, the Mortgage, the Promissory Note, the Assignment of Leases and Rents, and the Covenants and Restrictions shall collectively be known as the “Loan Documents”), which are attached hereto and by this reference made a part hereof as if set out in full in this section. The Mortgage and the Assignment of Leases and Rents securing the CDBG-DR funds forgivable loan (non-receding) may be recorded in junior position to the principal conventional loan but must be recorded in senior position to any and all other funding in the project. The Agreement for Covenants and Restrictions should be filed prior to any mortgages being filed.
2. The Developer shall receive the CDBG-DR Funds and use the proceeds thereof to pay eligible costs incurred by the Developer in connection with the construction and acquisition of the Project. The funding of the CDBG-DR Funds and any portion thereof is expressly conditioned upon the Developer complying with all of the program requirements and the terms of this Contract. Proceeds of the CDBG-DR Funds may only be applied to eligible uses. No costs incurred prior to the Effective Date of this Agreement may be included under this Agreement without prior written approval.
3. No CDBG-DR funds or non-CDBG-DR funds may be committed to the project until the City and the Developer have secured environmental approval from the IEDA, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuant to 24 CFR Part 58.22(a), no activities may be undertaken that may limit the choice of reasonable alternatives.
4. The award proceeds will be paid to Developer to be applied against the approved project expenses. Developer will have no authority to direct any of the funds elsewhere or to withdraw any of the funds without the express written permission of the City.

C. Closing

1. Prior to or at the time of closing on/filing the CDBG-DR Loan, the Developer shall:
 - (i) Execute and deliver this Agreement and the Exhibits, including the note, mortgage, assignment of leases and rents, and covenants and restrictions, to the City.
 - (ii) Have submitted a firm written commitment from each source of funds to the Project identified in Exhibit A. Each commitment shall include the amount, terms, estimated time of contribution, and conditions of the financial commitment, as well as any schedules. These commitments must be in a form and amount acceptable to the City. The Developer shall report any changes in these contributions to the City immediately, whether the change

- is made by the Developer or any other party.
- (iii) Provide an attorney's title opinion regarding the land.
- (iv) Provide a budget for the Project acceptable to the City.
- (v) Provide the City with the due diligence materials requested by the City, all in form and substance reasonably satisfactory to the City.
- (vi) Provide a construction schedule.

D. Disbursements

1. The City shall use the CDBG-DR Funds it receives from IEDA and HUD with respect to the Project to reimburse the Developer for eligible costs incurred in connection with the development of the Project to the extent such costs are properly submitted to the City in accordance with the procedures set forth in this Agreement and all other terms and conditions of this Agreement. The Developer may not request a disbursement of CDBG-DR Funds from the City until such funds are needed to pay eligible costs of the Project. Accordingly, the amount of each draw request must be limited to the amount of money needed to pay eligible costs actually incurred by the Developer at the time of the draw request, may not include amounts for prospective or future needs, and may not be placed into escrow accounts or advanced in lump sums to the Developer.
2. All claims for disbursement must be processed in accordance with IEDA's Policies and Procedures manual for this grant program. Before the Developer may request disbursement, the Developer shall submit to the City the following information:
 - (i) Signed Construction Contract(s) and contractor statements.
 - (ii) Building permits for the Project.
 - (iii) Required environmental clearance.
 - (iv) Remainder of CDBG-DR loan documents properly signed or executed with due authority.
 - (v) Proper recordation with the applicable county recorder and/or Iowa Secretary of State of the mortgage, UCC-1, assignment of leases and rents, covenants and restrictions, and any other documents required by the City.
 - (vi) Contractor and subcontractor clearance eligibility requests.
3. The Developer shall provide a draw request for CDBG-DR Funds to the City using the procedures and forms specified by the City in coordination with IEDA. All eligible costs to be reimbursed must have adequate and itemized supporting documentation, including copies of receipts. The eligibility of any cost shall be determined by the City, in its sole discretion. A draw request must show expenses in whole dollar amounts. The Developer shall round down for any expense not in a whole dollar amount. A draw request must be equal to or greater than five hundred dollars (\$500.00), except for a final draw request. Further, a final draw request shall not be paid by the City until at least one monitoring visit of the Project has been conducted and any required or requested project reports and documents have been reviewed and approved by the City. The Developer shall not charge or allow CDBG-DR Funds to pay any flat rate or

estimate for service, meaning that any expense must be the actual cost for providing such good or service.

4. Ten percent of the CDBG-DR Funds will be withheld until:
 - (i) the Project has been constructed or rehabilitated,
 - (ii) the CDBG-DR Units have been rented to eligible tenants or the units sold to qualified buyers,
 - (iii) a monitoring visit has been satisfactorily completed by the City and/or IEDA.
5. The CDBG-DR Funds must be used to pay eligible costs. The City shall determine the Developer's compliance with this requirement at the time each draw request of CDBG-DR Funds is made based upon a review of the draw request. The City may request lien waivers as necessary and establish such additional limitations on the expenditure of CDBG-DR Funds as it determines are appropriate to ensure compliance with program requirements.
6. In the event that the City shall determine that the CDBG-DR Funds Grant have been used to pay ineligible costs, whether such costs are ineligible costs because they are not approved as eligible costs in accordance with this Agreement or because they violate program requirements, the City shall provide the Developer with written notice thereof and the Developer shall pay to the City, in immediately available funds within ten Business Days from the date of said notice, an amount equal to that portion of the CDBG-DR Funds used to pay ineligible costs to the City.
7. In the event that the City makes a determination that the Developer has failed to expend (or is unlikely to expend) sufficient CDBG-DR Funds on eligible costs within the prescribed expenditure deadlines, the City shall have no obligation to disburse any funds to the Developer under this Agreement and may, at the election of the City, recover or offset any CDBG-DR Funds actually paid to the Developer with respect to the Project.
8. The City reserves the right to withhold funds until the City has received, reviewed, and approved all items, such as permits or licenses from other local, state or federal agencies, which may be required prior to Project commencement.
9. If the total amount of funding for a Project has not been requested by the Developer within 60 Days after its estimated construction completion date, then the City shall be under no obligation for further disbursement. Upon the submission and disbursement of a final Draw Request, any remaining CDBG-DR Funds shall not be available.
10. Upon the expiration of this Agreement, any remaining CDBG-DR Funds and accounts receivable attributable to the use of CDBG-DR Funds must be transferred to the City.

11. The Developer shall cooperate with the City in obtaining and providing any additional documentation that may be required by the City to approve the request for CDBG-DR Funds.
12. The City will not make any payments to the Developer for costs that:
 - (i) are Ineligible Costs or otherwise prohibited under Program Requirements;
 - (ii) are not strictly in accordance with the terms of this Agreement;
 - (iii) were requested and/or incurred before the signing of this Agreement without prior City approval;
 - (iv) were requested and/or incurred after termination of this Agreement; or
 - (v) were requested during the occurrence and continuation of an uncured Event of Default.
12. The City is authorized to make modifications to the Draw Request procedure and to establish additional requirements for payment of the CDBG-DR Funds to the Developer as may be necessary or advisable for compliance with all Program Requirements.

E. Repayments

There will be no repayments required on the \$2,280,000 of CDBG-DR funds if all affordability and long-term monitoring conditions are fulfilled. Terms and conditions are further set forth in the Loan Documents. If the assisted rental project is sold or transferred to an alternate use during the compliance period following completion and acceptance, the entire amount of the CDBG-DR forgivable loan shall be repaid.

F. Default

1. Any of the following events shall constitute an “Event of Default” under this Agreement:
 - (i) a breach by the Developer of any of its representations, covenants, or warranties contained in this Agreement or the Loan Documents or in the performance of any of its obligations under this Agreement, in either event that (a) has or might reasonably be expected to have a material adverse impact on the operation of the Project, and (b) is not cured within ten Business Days in the case of a monetary default or 20 Business Days in the case of a non-monetary default following notice of such breach or default from the City to the Developer, provided, however, that if a non-monetary default cannot reasonably be cured within 20 Business Days and the Developer commences a cure within 20 Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to an additional 30 Business Days;
 - (ii) a representation, warranty or statement made or furnished to the City by, or on behalf of the Developer in connection with the Application or this Agreement to induce the City to make an

award to the Developer shall be determined by the City to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the City's satisfaction within 30 Days after written notice by the City is given to the Developer; or

- (iii) the Developer fails to make a payment when due under the terms of this Agreement within ten days following written notice of such overdue payment is given to the Developer by the City; or
- (iv) the Developer demonstrates a lack of capacity to carry out the approved Project in a timely manner, in the sole discretion of the City; or
- (v) the commencement of foreclosure proceedings with respect to any mortgage, which have not been withdrawn or dismissed within 30 Days after the date of such commencement; or
- (vi) a violation of any law, regulation or order applicable to the Developer or the Project that has or might reasonably be expected to have a material adverse impact on the operation of the Project and is not cured within the applicable cure period, if any, provided in such law, regulation, or order; or
- (vii) gross negligence, fraud, willful misconduct, misappropriation of funds, or criminal activity other than a simple misdemeanor by the Developer or any Affiliate of the Developer providing services to or in connection with the Developer or the Project; or
- (viii) the estimated construction completion date as set forth in the Construction Schedule has been delayed by more than 30 Days and (a) the Developer has failed to submit an acceptable Action Plan to the City or (b) the City determines such delay will prevent the Developer, the Project or the City from complying with the Program Requirements; or
- (ix) the Developer is debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD; or
- (x) repeated or prolonged failure to provide any required reports; or
- (xi) the Project fails to maintain the Program Requirements for the Affordability Period(s) of the CDBG-DR Units for the entire affordability period; or
- (xii) Developer fails to satisfy or appeal any judgment against Developer.

2. In the event of a default, the City shall follow 2 CFR part 200 for suspension or termination of this Agreement. This includes temporarily withholding cash payments, disallowing all or part of the costs of the Project, wholly or partly suspending or terminating this Agreement, withholding further awards from CDBG-DR, requiring the immediate repayment of the full amount of CDBG-DR Funds disbursed, or taking any other remedies that may be legally available. Costs incurred by the Developer during a suspension or after termination of this Agreement are not allowable for reimbursement unless the City, in its sole discretion, expressly authorizes reimbursement.

3. The City shall have the right to exercise any of the following remedies upon an Event of Default:
 - (i) temporarily suspend making disbursements of CDBG-DR Funds under this Agreement pending correction of the deficiency or default by the Developer;
 - (ii) require the repayment of the CDBG-DR Loan;
 - (iii) declare the Developer and its principals “not in good standing” with respect to the City;
 - (iv) cease making any further payments of CDBG-DR Funds under this Agreement;
 - (v) terminate this Agreement;
 - (vi) require the immediate repayment of CDBG-DR Funds advanced pursuant to this Agreement;
 - (vii) require that the Developer, the property manager, the Contractor or any other party providing services to the Developer to be replaced;
 - (viii) “Reserved”
 - (ix) draw upon and apply any escrows and/or reserve accounts in accordance with their terms;
 - (x) exercise any rights it may have under the CDBG-DR Loan Documents, including, but not limited to, foreclosure of the Note and Mortgage thereunder, in order to assure for repayment of the CDBG-DR Funds; and
 - (xi) exercise any other rights and remedies that may be available under law or in equity.
4. In addition to the remedies described, the Developer shall, upon demand by the City following an Event of Default, repay any amount of CDBG-DR Funds previously disbursed to the Developer under the terms of this Agreement.
5. The City may defer the enforcement of remedies upon the occurrence of an Event of Default for such period as it determines appropriate, if it determines that any Lender is taking appropriate measures to correct the circumstances giving rise to the Event of Default.
6. The City may consult with and advise the Lender as to its intention to exercise remedies hereunder.
7. Each right and remedy provided in this Agreement is distinct from all other rights or remedies under this Agreement, the Loan Documents, or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in any order.
8. The City may provide a Lender with a copy of any written notice of default provided to the Developer pursuant to the terms of this Article. The City hereby agrees that any cure of any default made or tendered by any Lender shall be deemed to be a cure by the Developer and shall be accepted or rejected on the same basis as if such cure were made or tendered by the Developer.

9. The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided in this Agreement is to assure compliance of the Project and the Developer with the Program Requirements, AND BY REASON THEREOF, THE DEVELOPER IN CONSIDERATION FOR RECEIVING THE CDBG-DR LOAN GRANT FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT THE CITY, HUD AND/OR THE RESIDENTS OF THE PROJECT SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED ABOVE OR BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN ANY STATE COURT OF COMPETENT JURISDICTION FOR ANY AND ALL BREACH OF THE CONDITIONS AND RESTRICTIONS HEREOF. The Developer hereby further specifically acknowledges that the beneficiaries of the Developer's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.
10. If the City determines at any time that the Developer has expended funds for Ineligible Costs, the Developer will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the City's final determination of the disallowance of costs. Refer to Section 7.4(B) for repayment. If it is the City's final determination that costs previously paid by the City are Ineligible Costs under the terms of this Agreement, the expenditures will be disallowed and the Developer shall repay to the City all Ineligible Costs.

G. Affordability

1. All units constructed for sale will be sold to households at or below 80% of the area median income. Upon completion of a single-family unit, and the closing on that sale, the affordability requirements of this agreement will be removed, and a new lien (fifteen-year receding) will be filed with the new property owner.
2. For rental projects, the Developer agrees to rent and maintain throughout the affordability period units constructed under this agreement in the Project as CDBG-DR units as affordable to households at or below 80% of the area median income (the "CDBG-DR Units) and the maximum (gross) rent limits allowed on the CDBG-DR Units shall not exceed the most current HOME Program 65% rent limits in accordance with 24 CFR 92.252(a).. The remaining units can be rented without income and rent restrictions. Consideration must be given to keeping all units in the project, both assisted and non-assisted, consistent with each other in terms of bedroom sizes, square footage, similar design features and similar amenities.

The income of each CDBG-DR tenant must be determined initially in accordance with "affordable housing" requirements as defined from time to time by the United States Department of Housing and Urban Development (HUD). Initially incomes must be determined by using third party verification per HUD

requirements using the Part 5 income definition of inclusions and exclusions. The income of each tenant in a unit assisted with CDBG-DR funds should be renewed annually for the term of affordability (fifteen years for rental projects of four units or less, 20 years for rental projects of five units or more). In addition to tenant income data, the Developer must also provide documentation on their compliance efforts with their Affirmative Marketing Plan.

3. The CDBG-DR units will remain affordable rental housing for a period of twenty years (20) from the time of project completion, occupancy and the provision of final demographic information for tenants to the City and IEDA. Throughout this period of affordability, the Developer or their designees shall agree to periodic reporting requirements, compliance monitoring and inspections for tenant incomes, tenant rents on the affordable units, appropriate unit mix and property standards compliance.
4. Should the City in its sole discretion determine that the subject property fails to comply with the affordability requirement during the period of affordability referred to above or the rental time period requirement the Developer shall repay the loan in full to the City within 60 days from receipt of the City's demand letter to the Developer.

H. Inspections

1. The City or its agents may perform periodic inspections at any reasonable time to ensure compliance with this agreement and the Loan Documents. The City or its agents shall perform a final inspection to certify project completion prior to final disbursement of the loan proceeds. The Developer agrees to keep this project 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 in a timely manner.
2. Prior to disbursement of loan proceeds or for any other purpose in connection with the completion of the improvements, the City or its agents shall have free access and right of entry at any reasonable time of the day to inspect all or any portion of the property and the improvements. These inspections are for the benefit of the City as lender, to assure that the loan proceeds are being expended on the property in accordance with the approved loan application and the construction contract and for the benefit of the local government to assure that local law is being complied with in the project. In the event of any such inspection, the City may inform the Developer of any noncompliance with respect to the construction contract, but the City shall not issue direct orders or instructions to the contractor or subcontractor performing the work, except as authorized by the Developer. The Developer shall take all steps necessary to assure that the City or its agents are permitted to examine and inspect such work, and all contracts, materials, equipment, fixtures, payrolls and conditions of employment pertaining to the work, and all relevant data, books, and records of the Developer.

I. Timing

The Developer agrees to use their good faith efforts to obtain a building permit for the project

and begin construction by August 1st, 2023. They also agree to use their good faith efforts to complete the project on or before the end date of the City's Contract with IEDA.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEVELOPER

The Developer hereby represents, warrants and covenants to the City that the following are true as of Execution and will be true on the due date of each disbursement of CDBG-DR Funds, and as applicable, throughout the term of this Agreement:

- A. The Developer is a duly organized LLC validly existing under the laws of the state of its organization and has full power and authority to perform its obligations under this Agreement.
- B. No litigation, demand, investigation, claim or proceeding against the Developer or any other litigation or proceeding directly affecting the Project is pending or, to the best knowledge of the Developer, threatened, before any court, administrative agency or other Governmental Authority that would, if adversely determined, have a material adverse effect on the Developer or the construction, use and operation of the Project. The Developer and its Project Team shall promptly notify the City of the initiation of any claims, lawsuits or proceedings brought against the Developer.
- C. No default by the Developer or any Affiliate thereof having any relationship with the Project has occurred or is continuing (nor has there occurred any continuing event which, with the giving of notice or the passage of time or both, would constitute such a default in any material respect) under any of the financing documents for the Project or other documents or instruments governing the development, use, occupancy and operation of the Project.
- D. The Developer has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with this Agreement.
- E. All material building, zoning, health, safety, business and other applicable certificates, permits and licenses necessary to permit the construction, use, occupancy and operation of the Project have been or will, at the time required, be obtained and maintained (other than, prior to completion of construction of the Project or a specified portion thereof, such as are issuable only upon completion of construction or such specified portion thereof); and the Developer has not received any notice nor has any knowledge of any violation with respect to the Project of any law, rule, regulation, order or decree of any Governmental Authority having jurisdiction which would have a material adverse effect on the Project or the construction, use or occupancy thereof, except for violations which have been cured or can be cured within any applicable cure period, and are in the process of being cured, and notices or citations which have been withdrawn or set aside by the issuing agency or by an order of a court of competent jurisdiction.
- F. Before disbursement of CDBG-DR Funds, the Developer will have a fee simple interest in the Project and good and marketable title thereto, free and clear of any liens, charges or encumbrances other than the encumbrances the Developer is permitted to create under the terms of this Agreement, matters of title as of the effective date of the City's title opinion, and mechanics' or other liens that have been bonded against (or as to which other cash equivalent security has been provided) in such a manner as to preclude the holder of such lien from having any recourse to the Project or the Developer for payment of any debt secured thereby.
- G. No Event of Default has occurred and is continuing.

- H. No Event of Bankruptcy has occurred as to the Developer.
- I. As of the date of Execution, all reserves and accounts required to be maintained by the Developer under the terms of this Agreement are currently funded (or will be funded at the time(s) required) up to the specified levels.
- J. The Developer will complete the Project.
- K. All utilities are, or will be, available to the Project, including sanitary and storm sewers, water, gas (if applicable) and electricity.
- L. The sources of funds available to the Developer are sufficient to enable the Developer to complete construction of the Project in accordance with the Plans and Specifications.
- M. All financial statements and related materials concerning the Project provided to the City are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.
- N. Unless the City consents to a transfer of the Project by Developer, the Project will continue to be owned and operated by the Developer through the expiration of this Agreement or, if later, the date, (if any), through which the Developer is required to own and operate the Project pursuant to any of the documents governing the use and operation of the Project.
- O. Tenants for the residential units in the Project will be screened and selected from a pool of eligible tenants based on uniformly applied tenant selection criteria that are commonly employed by other property owners in determining tenant eligibility in similar projects to the Project throughout the Affordability Period(s), and :
- P. No preferences or discrimination will be employed in selecting tenants (i.e., no discrimination based on religion, race, color, creed, national origin, ancestry, legal residency, sex, sexual preference or orientation, gender identity, age, physical handicap, medical condition, blindness or other physical disability, acquired immune deficiency syndrome (AIDS), family status, marital status, pregnancy, childbirth or related medical condition, or membership in the sponsoring organization) as will be consistent with federal housing policy governing nondiscrimination as determined under HUD rules and regulations.
- Q. Each of the representations and disclosures made by the Developer to the City in any application for CDBG-DR Funds is true and correct as of the date hereof. Each of the covenants, agreements and conditions contained in the such applications have been duly performed or satisfied by the Developer to the extent that performance or satisfaction is required on or prior to the date of Execution, and the Developer has no reason to believe that the covenants, agreements, and conditions required to be performed or satisfied after the date hereof will not be performed or satisfied in a timely manner.
- R. The Project is not located in a special flood hazard area identified by the Federal Emergency Management Agency (FEMA).
- S. The Developer shall not employ, award a contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.
- T. No federal appropriated funds have been paid or will be paid, by or on behalf of the Developer, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

- agreement.
- U. No funds have been paid for influencing or attempting to influence an officer or employee of a Member of Congress in connection with a federal contract, grant, loan and/or cooperative agreement benefiting the Developer. To the best knowledge of the Developer, the Developer has complied with all restrictions, certifications and disclosure requirements contained in the Byrd amendment to the fiscal 1990 appropriations measures for the United States Department of the Interior (P.L. 101-121) and with any guidelines and rules issued by any federal entity in connection therewith, if applicable.
 - V. Neither the Developer nor any of its partners, members, managers, officers, directors, or employees, nor, to the best knowledge of the Developer, any of the Developer Parties has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.
 - W. To the best knowledge of the Developer, no Developer or Developer Parties, nor any of the Developer's property is or has ever been subject to or a party to or bound by any agreement or other arrangement with any person who has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD.
 - X. The Developer will prevent, and has instituted or will institute, (and will update from time to time to correspond to changes in circumstances and changes in applicable laws and regulations) policies and procedures to prevent, any circumstance or event described in subclauses T. and V. above.
 - Y. The Developer and all other applicable Developer Parties have not engaged and shall not engage in any act or omission that would violate anti-money-laundering laws, including but not limited to 18 USC § 1956; have complied or will comply with requirements for instituting an anti-money laundering compliance program required under 31 USC § 5318(h) and applicable to all "financial institutions" as defined in 31 USC § 5312(a)(2); and have instituted or will institute policies and procedures and use commercially reasonable due diligence to identify and report Suspicious Transactions to relevant U.S. Government officials. "Suspicious Transactions" that may require reporting include, but are not limited to, (i) individual or related transactions in which a third-party provides payment in U.S. or foreign currency in excess of \$10,000 that may require reporting under 31 USC § 5331 and 26 USC § 6050I; (ii) any transaction where the Developer or any Developer Party knows, suspects, or has reason to know that the transaction (A) is for an illegal purpose, including but not limited to money laundering; (B) is otherwise an attempt to disguise funds derived from illegal activity or evade reporting requirements under U.S. law; or (C) is suspicious because the transaction appears to serve no business or lawful purpose.

III. NOTICES

Communication and details concerning this Agreement shall be directed to the City Clerk of Marshalltown at 24 North Center Street, Marshalltown, IA 50158 and directed to the Developer at 5050 Merle Hay Rd, Johnston, IA 50131.

IV. SPECIAL CONDITIONS

A. Compliance

The Developer agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this agreement.

B. Governing Law

The Developer agrees to comply with the requirements of the Housing and Community Development Act of 1974, Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning the CDBG Program, all federal regulations and policies issued pursuant to these regulations, and all notices issued in the Federal Register pertaining to these CDBG-DR funds. The Developer further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

C. IEDA

The project shall be subject to all the terms and conditions specified in the contract by and between the IEDA and the City for the implementation of the CDBG (Multi-Family Unit Rental) Unit Funds, and all governing regulations set by City ordinances and codes.

V. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall not be responsible for payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers Compensation Insurance for the employees of the Developer.

B. Hold Harmless

The Developer shall hold harmless, defend and indemnify the City, the State of Iowa and the Iowa Economic Development Authority, and their respective Board members, employees, agents, elected and appointed officials, harmless against all obligations, claims, losses, costs, damages, expenses (including the costs of the investigation), deficiencies, demands, and liabilities of whatsoever nature or kind including, but not limited to, attorney fees, including the reasonable value of time of the Attorney General's office, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgment and, any loss from a judgment directly or indirectly resulting from, arising out of, or related to the subject matter of this agreement.

C. Workers' Compensation

The Developer shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this agreement.

D. Insurance and Bonding

The Developer shall carry sufficient insurance coverage to protect real estate and or personal property related to the Project from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Developer shall comply with the bonding and insurance requirements in Subpart C of OMB Circular A-110. The Developer shall have the City and the

IEDA identified as additional insureds on any insurance policy it takes out related to the Project during construction and throughout the affordability period.

E. Grantor Recognition

The Developer shall insure recognition of the role of the grantor agency in providing services through this agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Developer will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. Specifically, the Developer must comply with the grantor recognition requirements as determined by the IEDA.

F. Amendments

The City or the Developer may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this agreement, nor relieve or release the City or Developer from their obligations under this agreement.

The City may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other valid reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both the City and the Developer.

G. Suspension or Termination

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Developer under this agreement shall, at the option of the City, become the property of the City, and the Developer shall be entitled to receive just and suitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this agreement, in whole or in part, if the Developer materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Developer ineligible for any further participation in city contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Developer is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said funds until such time as the Developer is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

H. Retention

The Developer shall retain all records pertinent to expenditures incurred under this agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this agreement shall be retained for five (5)

years after final disposition of such property. Additional information on retention is contained in Article 9 of the original IEDA agreement.

I. Disclosure

The Developer understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Developer's responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service or, in the case of a minor, that of a responsible parent/guardian.

J. Property Records

The Developer shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(7) and 570.505.

K. National Objectives

The Developer agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this agreement meet one or more of the CDBG program's national objectives (as defined in 24 CFR Part 570.208): 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; or 3) meet community development needs having a particular urgency.

L. Close-Outs

Developer obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

M. Reversion of Assets

Upon the expiration of this agreement, the Developer shall transfer to the City any CDBG -DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, as well as ensure that any real property acquired or improved with CDBG-DR funds in excess of \$25,000 meets all requirements specified in 24 CFR 570.503(b)(7).

N. Building Standards

The Developer shall meet all applicable local codes, ordinances, zoning, and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) at the time of completion and for the duration of the Affordability Period. The Developer agrees to follow the state building code if no local codes are in place. The Developer agrees to meet the industry-recognized green building standard as outlined in IEDA's baseline Green Streets Criteria and optional standards adopted by the developer at time of application.

O. Audits and Inspections

All Developer records with respect to any matters covered by this agreement shall be made available to the City, grantor agency, the Iowa Economic Development Authority, the Federal Government, or any of their designees at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of

all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Developer within 30 days after receipt by the Developer. Failure of the Developer to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments. The Developer hereby agrees to have agency audit(s) conducted in accordance with OMB Circular A-133.

P. Procurement

The Developer shall comply with 24 CFR 85 ("Common Rule") and the current City policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

Q. Conflict of Interest

The Developer shall comply with the conflict-of-interest policy found at 24 CFR 570.611. Specifically, the employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of Developers who exercise or have exercised any functions or responsibilities with respect to CDBG-DR activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-DR-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

VI. ADMINISTRATIVE REQUIREMENTS

A. Applicable Laws

The Developer certifies and assures that the project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to:

1. Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Cost Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments").
2. Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.); and regulations which implement these laws,
3. Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7, and Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by

Executive Order 12259; Presidential Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

4. Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
5. Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
6. Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.), including the identification and evaluation of lead-based paint hazards and implementation of lead-based paint hazard control measures. To the extent that lead-based paint is located in any existing building at the project, the Developer shall provide the City with a plan for handling such lead-based paint in a safe manner and in accordance with the foregoing regulations and comply with the plan during any construction at the project.
7. Davis-Bacon Act, as amended (40 U.S.C. 276a – 276a-5) under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws. The Davis Bacon Act and the Contract Work Hours and Safety Standards Act only apply to residential projects if the project is for 8 or more units.
8. National Environmental Policy Act of 1969 and implementing regulations.
9. National Historic Preservation Act of 1966, as amended (16 USC 70) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the PROJECT.
10. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 – 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti-displacement and relocation

assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

11. Iowa CDBG Program Administrative rules adopted by the Iowa Department of Economic Development, 261 Iowa Administrative Code, Chapter 23, to the extent applicable to the Program and not in conflict with the Program rules.
12. Financial and Program Management guidelines issued by the Iowa Department of Economic Development; the Iowa Housing Fund Management Guide and the IEDA Audit Guide, as applicable.
13. Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.
14. Fair Labor Standards Act and implementing regulations
15. Hatch Act (regarding political partisan activity and federally funded activities) and implementing regulations.
16. Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended and as modified by the waivers and alternative requirements published in the Federal Register on September 11, 2008.
17. Subsection 104(I) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
18. Drug-Free Workplace Act.
19. All Federal law and regulations described in 24 CFR subpart K.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Reporting and Monitoring: Hiring Practices during Construction

1. The Developer and their contractors must comply with the Equal Employment Opportunity, Executive Order 11246, as amended (41 CFR Part 60) prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex familial status or national origin and Section 3 of the Housing and Urban Development Act of 1968 as amended (12 USC 1711u) that requires to the greatest extent feasible, opportunities for training and employment arising from the funding provided to be offered low-income persons residing in the program service area. Also to the greatest extent feasible, contracts for work to be performed will be awarded to Certified Section 3 business concerns.

2. The Developer agrees to comply with the Section 3 requirements as applicable. Section 3 requirements provide that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the areas of the project. The Developer or their contractors will be required to provide information related to labor hours worked on the project, and the income certification of labors in order to establish a percentage of Section 3 labor hours worked on the project. Additionally, the developer may need to report on marketing to Section 3 certified business concerns and residents. The Developer agrees that they will use their best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this context, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 USC 632) and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The Developer may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation. The Developer or their contractor will be required to complete forms on Minority and Women Contractors and Section 3 hiring during the construction period on forms provided by the City before City releases final payments. The City will review these reports in conjunction with the Minority and Women Owned Business Plan submitted by the Developer.
3. Federal Davis-Bacon wage requirements are applicable to this Agreement if the number of units in the Project is 8 or more and/or the installation of Public Infrastructure is incorporated into this Project. The Developer agrees to comply with 24 CFR Section 570.603 and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276(a) to (1-7) as it applies to any construction work financed in whole or in part with CDBG funds. All contracts and subcontracts for construction shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The Developer shall maintain documentation and records which demonstrate compliance with wage and hour requirements, including contract provisions and payroll records.
5. The Developer also agrees to comply with the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5 if the Project is 8 units or more.
6. The Developer agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented by the Department of Labor regulations contained in 24 CFR Part 3.
6. Contractor and Subcontractor Review. The Developer shall obtain information on each contractor and subcontractor to prior to start of construction to

determine if any contractor has been debarred or disqualified by HUD (24 CFR Part 5 and 24 CFR Part 24). The Developer shall not enter into a contract with any person, agency, or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689. In the event that the Developer has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor.

B. Civil Rights

1. Nondiscrimination

The Developer will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability or other handicap, age, familial status, political affiliation, citizenship, or status with regard to public assistance. The Developer will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Developer agrees to post or otherwise make available equal opportunity and nondiscrimination information for employees and applicants for employment.

2. Section 504

The Developer agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Developer with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

The Developer shall ensure, to the maximum extent feasible that five percent of the total dwelling units, or 2 units, shall be readily accessible to and usable by individuals with mobility impairments. An additional two percent, or 1 unit, shall be accessible for persons with sensory impairments. The total number of units in this assisted project, regardless of whether they are all CDBG assisted, is used as the basis for determining the minimum number of accessible units.

C. Affirmative Action

1. Approved Plan

The Developer agrees that it shall comply with the City's Affirmative Action Program, in keeping with the principles as provided in Executive Order 11246.

2. WBE/MBE

The Developer will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women.

3. Access to Records

The Developer shall furnish and cause each of its sub-Developers to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, IEDA, HUD and/or their agents, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that it is an equal opportunity or affirmative action employer.

5. Subcontract Provisions

The Developer will include the Civil Rights and Affirmative Action provisions of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Developer or vendor.

D. Conduct

1. Assignability

The Developer shall not assign or transfer any interest in this agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Developer from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

(i) Approvals

The Developer shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the City prior to the execution of such agreement.

(ii) Monitoring

The Developer will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(iii) Content

The Developer shall cause all of the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

(iv) Selection Process

The Developer shall undertake to ensure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Copyright

If this Agreement results in any copyrightable material, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

4. Religious Organization

The Developer agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with regulations specified in 24 CFR 570.200(j).

F. Eligibility Restrictions for Certain Resident Aliens (570.613)

1. Restriction

The Developer agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR Part 5 Subpart E are not eligible to apply for benefits under covered activities funded by CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through CDBG programs. "Benefits" do not include relocation services and payments to which displaces are entitled by law.

2. Covered Activities

"Covered activities" under this section means activities meeting the requirements of Section 570.208(a) that either:

- (i) Have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons; or
- (ii) Are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the Developer obtaining certification as provided in 24 CFR Part 5 Subpart E, Section 5.508 evidencing citizenship or Section 5.510 eligible immigration status.

VIII. Final Disbursement

- A. After completion of the improvements, the Developer will furnish the City a Disposition of Funds Statement, showing in detail how the loan proceeds have been disbursed. The City shall then provide a statement on the amount of retainage being held until the City approves the beginning date of affordability. By executing such statement, the Developer agrees that the improvements have been completed in accordance with the construction contract, except for any warranty items (which the Developer are responsible to have the warrantor correct). By such execution, the Developer further agree to assess no claim against the City, or any defense against collection of the loan, with respect to any defect or inadequacy in the construction, whether or not the Developer is aware of such defect or inadequacy. The following documents shall be provided upon construction completion:
1. A certificate of occupancy;
 2. A certificate from the Developer stating the total construction cost;
 3. A certificate from a third-party professional (architect or engineering firm) stating that the project has been completed in accordance with the plans and specifications, in a good and workmanlike manner and in accordance with all laws, ordinances, rules and regulations or all governmental authorities having or purporting to have jurisdiction over the project. This certification shall also include compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR Section 570.614; the Americans with Disabilities Act of 1990; the Lead Based Paint Poisoning Prevention Act (42 USC 4831(b) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 CFR Part 35; and Section 504 of the Rehabilitation Act of 1973; and
 4. Evidence that the project has been completed lien-free (which evidence shall include without limitation, final lien waivers from the general contractor and all major subcontractors and expiration of the lien periods provided by applicable State law) in form and substance reasonably satisfactory to the City.

VIII. Miscellaneous

A. Rules of Construction

1. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:
2. Words importing the singular number include the plural number and words importing the plural number include the singular number;
3. Words of the masculine gender include correlative words of the feminine and neuter genders, and vice-versa;
4. The table of contents and the headings or captions used in this Agreement are

for convenience of reference and do not constitute a part of this Agreement, nor affect its meaning, construction, or effect;

5. Words importing persons include any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, or government or agency or political subdivision thereof;
 6. Any reference in this Agreement to a particular "Article," "Section," or other subdivision shall be to such Article, Section, or subdivision of this Agreement unless the context shall otherwise require;
 7. Each reference in this Agreement to an agreement or contract shall include all amendments, modifications, and supplements to such agreement or contract unless the context shall otherwise require; and
 8. When any reference is made in this document or any of the schedules or exhibits attached hereto to the Agreement, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.
- B. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.
- C. No waiver by the City of any Event of Default hereunder shall operate as a waiver of any other Event of Default or of the same Event of Default on any future occasion. No delay on the part of the City in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the City shall preclude future exercise thereof or the exercise of any other right or remedy.
- D. No provision of this Agreement shall be construed in any manner so as to create any rights in Persons or Entities that are not a party to this Agreement, except where specific rights in the IEDA are created herein.
- E. This Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall only be commenced in the Iowa District Court for Polk County or in the United States District for the Southern District of Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity in state or federal court, which may be available to the City or the State. By signing this Agreement, the Developer waives the right to jury trial in the event of any legal proceedings.
- F. The Developer shall pay upon demand any and all reasonable fees and expenses of the City, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the City under this Agreement.

- G. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Agreement, which has attached to it separate signature pages which together contain the signatures of all the parties hereto or is executed by an attorney in fact on behalf of some or all of the parties, shall for all purposes be deemed a fully executed instrument.
- H. All representations, warranties, and indemnifications contained herein shall survive the termination of this Agreement.
- I. Separability of Provisions; Rights and Remedies; Arbitration; Consistency with Program Requirements
1. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.
 2. Unless otherwise specifically provided herein, the rights and remedies of any of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the parties confirms that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threat of breach of any provision hereof, it being the intention by this paragraph to make clear that under this Agreement the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.
 3. The provisions of this Agreement are intended to implement CDBG-DR in accordance with Program Requirements and shall be interpreted consistently therewith. In the event of any conflict between the provisions of this Agreement and the Program Requirements, the Program Requirements shall govern and, to the extent necessary, the inconsistent provisions of this Agreement shall be without effect.
- J. This Agreement contains the entire understanding between the Developer and the City and any representations that may have been made before or after the signing of this Agreement, which are not contained therein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Agreement.
- K. Time is of the essence with respect to the performance of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

City: Marshalltown, Iowa

By: _____
Joel Greer
City of Marshalltown

Developer – HCI50158 Investment, LLC

By: _____
Ryan Huegerich
HCI50158 Investment LLC

Exhibits:

Exhibit A – Project Application (printed from iowagrants.gov)

Exhibit B - Mortgage

Exhibit C - Promissory Note

Exhibit D – Assignment of Leases and Rents

Exhibit E – Agreement for Covenants and Restrictions

MORTGAGE

**Document prepared by, and
after recording, please return to:**

Your City Attorney

City of X

Address

City, State, Zip

Their phone number

Steven Stransky
Disaster Recovery Team Lead
Iowa Economic Development Authority
1963 Bell Ave., Suite 200
Des Moines, IA 50315
515-348-6204

GRANTOR AND TAXPAYER: HCI50158 Investment, LLC

GRANTEE: City of Eldora, Iowa

LEGAL DESCRIPTION: See Exhibit A

CDBG-DR Contract Owner: City of Marshalltown, Iowa

CDBG-DR Contract Number: 20-DRH-022

Address: 24 North Center Street, Marshalltown, IA 50158

MORTGAGE

THIS MORTGAGE IS A PURCHASE MONEY MORTGAGE AS DEFINED IN THE IOWA CODE.

THIS MORTGAGE IS A CONSTRUCTION MORTGAGE LIEN AS DEFINED IN THE IOWA CODE.

NOTICE: This mortgage secures credit in the amount of \$2,280,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

THIS MORTGAGE ("Mortgage"), dated _____, by and between the City of Marshalltown, an Iowa City ("Lender"), and HCI50158 Investments, LLC, an Iowa developer ("Borrower"), secures payment of the loan made by Lender to Borrower evidenced by a promissory note dated _____, as revised, in the principal amount of \$2,280,000 ("Note") which provides for the full debt **due and payable on June 30th, 2045**. This Mortgage secures to Lender: (a) the repayment of the debt as evidenced by the Note, and all renewals, extensions, modifications or refinancing thereof and any Promissory Note issued in substitution therefore; (b) all other obligations of Borrower to Lender, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Borrower pursuant to this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage, the Note, the Community Development Block Grant-Disaster Recovery Contract delivered to Lender by Borrower and dated February 22nd, 2023 (the "Contract"), and the Agreement for Covenants and Restrictions delivered by Borrower to Lender and dated _____ (the "Covenants") (this Mortgage, the Note, the Contract, and the Covenants are hereinafter referred to as the "Loan Documents"), as applicable. For this purpose, Borrower does hereby mortgage, grant and convey the Lender a security interest in and to the following described property including any after acquired title or reversion thereto (the "Land") located in Marshall County, Iowa: see Exhibit A

TOGETHER WITH:

(a) **Buildings.** All buildings, structures and improvements now standing or hereafter constructed or placed on the Land (the "Buildings"), and all easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the land.

(b) **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air conditioning equipment and all proceeds, products, increase, issue,

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accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property").

(c) **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditaments thereunto now or hereafter belonging, or in any way appertaining, and the products and proceeds thereof, unto Lender, its successors and assigns.

Borrower and Lender covenant and agree as follows:

1. Representations and Warranties of Borrowers. Borrowers represent, warrant, and covenant to Lender that (1) Borrowers hold clear title to the Mortgaged Property; (2) Borrowers have the right, power, and authority to execute this Mortgage and grant a security interest in the Mortgaged Property; (3) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent, as otherwise stated herein, or encumbrances of record disclosed in the Lender's Title Guaranty Division Certificate issued in favor of the Lender; (4) Borrowers will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (5) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land.

2. Payment. Borrower shall promptly repay principal and interest of the debt and any prepayment thereunder as evidenced by the Note, and timely perform all other obligations of Borrower under the Loan Documents. The provisions of the Loan Documents are hereby incorporated by reference into this Mortgage as if fully set forth herein.

3. Taxes. Borrower shall pay each installment of property taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand.

4. Liens. Borrower shall pay in a timely manner all taxes, assessments, charges, fines and impositions attributable to the Mortgaged Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payment.

Unless Borrower obtains Lender's prior written approval, Borrower shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Borrower shall pay, when due, the claims of all persons supplying labor or materials in connection with the Mortgaged Property.

Borrower shall promptly discharge any lien which has, or may attain, priority over this Mortgage unless Borrower: (1) agrees in writing to the payment of the obligation

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secured by the lien in a manner acceptable to Lender; (2) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (3) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Mortgaged Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten business days of the giving of notice.

5. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to Personal Property and for this purpose the name and address of debtor is the name and address of Borrower as set forth in Paragraph 23 herein and the name and address of the secured party is the name and address of the Lender as set forth in Paragraph 23 herein.

6. Compliance with Laws. Borrowers shall comply with all present and future statutes, laws, rules, orders, regulations, and ordinances affecting the Mortgaged Property, any part thereof, or the use thereof.

7. Care of Property. Borrower shall take good care of the Mortgaged Property; shall keep the Buildings and the Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Borrower shall not make any material alteration in the Mortgaged Property without the prior written consent of Lender.

8. Insurance.

a. **Risks to be Insured.** Borrower, at its sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Lender may from time to time require. Lender requires such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of amount owed under the Note. Borrower will at its sole cost and expense, from time to time, and at any time at the request of Lender, provide Lender with evidence satisfactory to Lender of the replacement cost of the Mortgaged Property. Borrower will maintain such other insurance as Lender may reasonably require.

b. **Policy Provisions.** All insurance policies and renewals thereof maintained by Borrower pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Lender, contain a Lender clause in favor of Lender and in form acceptable to Lender, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after 30 calendar days prior written notice to Lender, and be reasonably satisfactory to Lender in all other respects.

c. **Delivery of Policy or Certificate.** If requested by Lender, Borrower will deliver to Lender original policies satisfactory to Lender evidencing the insurance which is required under this Mortgage, and Borrower shall promptly furnish to Lender all renewal notices and, upon request of Lender, evidence of payment thereof. At least ten calendar days prior to the expiration date of a required policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

d. **Assignment.** If the Mortgaged Property is sold at a foreclosure sale or if Lender shall acquire title to the Mortgaged Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to sale or acquisition.

e. **Notice of Damage or Destruction; Loss Adjustment.** If the Mortgaged Property or any part thereof is damaged or destroyed by fire or other casualty, Borrower will, within five calendar days after the occurrence of the damage or destruction, give written notice thereof to the insurance carrier and to Lender and will not adjust any damage or loss which is estimated by Borrower in good faith to exceed Twenty-five Thousand Dollars (\$25,000) unless Lender joins in or concurs with such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four month period or at any time thereafter, Lender may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Borrower does hereby irrevocably authorize, empower and appoint Lender as attorney-in-fact for Borrower (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Borrower.

f. **Application of Insurance Proceeds.** All sums paid under any insurance policy required by this Mortgage shall be paid to Lender. Lender agrees to apply all insurance proceeds from casualty or damage of the Project (after first deducting therefrom Lender's expenses incurred in collecting the same including but not limited to reasonable attorneys' fees) in the following order: (1) to bring loan current if it is in default due to delinquent payments; (2) to repayment of the indebtedness secured by this Mortgage and the Note if any other Event of Default has occurred prior to the casualty, and is continuing thereunder; (3) if no Event of Default exists, to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed and to Borrower's Replacement Reserve or Operating Reserve, in such manner as Lender shall determine, and (4) any remainder to be applied to the payment of the indebtedness.. Restoration will not remove or alter any existing obligations associated with the Loan Documents.

g. **Expense Reimbursement.** Borrower shall promptly reimburse Lender upon demand for all of Lender's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys' fees, and all such expenses shall be additional amounts secured by this Mortgage.

9. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Mortgaged Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Mortgaged Property and Lender's rights in the Mortgaged Property. Lender's actions may include paying any sums secured by a lien which has priority over this

Mortgage

Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Mortgaged Property to make repairs. Although Lender may take actions under this paragraph, Lender does not have to do so.

Any amounts disbursed or incurred by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to the other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be immediately due and payable, with interest, upon notice from Lender to Borrower requesting payment.

10. Inspection. Lender or its agents shall have the right at reasonable times to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property. Lender shall have no duty to make such inspection. Nothing contained in this paragraph shall require Lender to incur any expense or do any act hereunder, and Lender shall not be liable to Borrower for any damage or claims arising out of action taken by Lender pursuant to this paragraph.

11. Condemnation.

a. **Notice, Assignment and Loss Adjustment.** Borrower shall give Lender prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Lender the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Lender is hereby authorized to intervene in any such action in the name of Borrower, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds.

b. **Application of Proceeds.** Lender agrees to apply all proceeds resulting from its intervention in any condemnation or eminent domain action or the compromise and settlement of such action or claim, or its collection of such proceeds (after first deducting therefrom Lender's expenses incurred including but not limited to reasonable attorneys' fees), in the following order: (1) to bring loan current if it is in default due to delinquent payments; (2) to repayment of the indebtedness secured by this Mortgage and the Note if any other Event of Default has occurred prior to the casualty, and is continuing thereunder; (3) if no Event of Default exists, to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed and to Borrower's Replacement Reserve or Operating Reserve, in such manner as Lender shall determine, and (4) any remainder to be applied to the payment of the indebtedness. Restoration will not remove or alter any existing obligations associated with the Loan Documents.

12. Events of Default. Each of the following occurrences shall constitute an event of default ("Event of Default"):

a. Borrower fails to make payment as required by the Note or breaches its agreements contained in paragraph 2 hereof or defaults in the due observance or performance of or breaches any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of the Loan Documents or any document related thereto.

- b. Borrower sells, leases (other than by residential leases in the ordinary course of business), transfers or otherwise disposes the Mortgaged Property without the prior written consent of the Lender.
- c. Borrower, without the prior written consent of the Lender, permits any change in the ownership interests in the Borrower that, when added to any prior changes in the ownership interest in such entity, exceeds ten percent of the total aggregate ownership interest in Borrower.
- d. Borrower makes an assignment for the benefit of its creditors, or a petition is filed by or against Borrower under the United States Bankruptcy Code or Borrower seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or does not, within 20 business days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
- e. A judgment, writ or warrant of attachment or execution, or similar process is entered and becomes a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within 20 business days after its entry, issue or levy.
- f. An event of default, however defined, occurs under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

13. Acceleration; Foreclosure. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Lender may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Lender may declare immediately due and payable all Notes secured by this Mortgage, and the entire balance of the same, including accrued interest, shall thereupon be immediately due and payable, without further notice of demand.
- b. Lender shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default of a secured party under the Iowa Uniform Commercial Code. If notice to Borrower of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Borrower at least ten days prior to the date of intended disposition.
- c. Lender may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Lender appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as the trustee may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Borrower only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Note.

14. Redemption. It is agreed that if this Mortgage covers less than ten acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by

Mortgage

sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six months provided the Lender, in such action files an election to waive any deficiency judgment against Borrower which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three months after sale such right of redemption shall be exclusive to the Borrower, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four months.

It is agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to 60 days if all three of the following contingencies develop: (1) The real estate is less than ten acres in size; (2) the Court finds affirmatively that the real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of foreclosure; and (3) Lender files an election to waive any deficiency judgment against Borrower or its successor in interest in such action. If the redemption period is so reduced, Borrower or its successors in interest or the owner shall have the exclusive right to redeem for the first 30 days after such sale, and the time provided for redemption for creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to 40 days. Entry of appearance by pleading or docket entry by or on behalf of Borrower shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any redemption provisions contained in Chapter 628 of the Iowa Code.

15. Attorney's Fees. Borrowers shall pay, on demand, all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

16. Additional Instruments. At any time and from time to time until payment in full of the Note, Borrower, at Lender's request, will promptly execute and deliver to Lender such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Lender in connection with the Mortgaged Property. Such instruments may include, but are not limited to, additional security agreements, financing statements, and continuation statements. Any expenses incurred by Lender in connection with the recordation of any such instruments shall become additional obligations of Borrowers secured by this Mortgage and shall be immediately due and payable by Borrowers to Lender

17. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against Borrower or any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any delay or forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. No waiver by Lender of any particular provisions of this Mortgage shall be deemed effective unless such waiver is in writing signed by the Lender.

18. Rights and Remedies Cumulative. All rights and remedies provided for in this Mortgage or which Lender or holder of the Loan Documents may have otherwise, at law or in equity, shall be distinct, separate, and cumulative and may be exercised concurrently, independently, or successively in any order whatsoever, and as often as the occasion thereof arises.

19. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Mortgaged Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the Borrower's consent.

20. Severability. In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

21. Number and Gender. Words and phrases contained in this Mortgage, including acknowledgment hereof, shall be construed as in the singular or plural number and as masculine, feminine, or neuter gender according to the contexts.

22. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

23. Notices. All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

- a. If to Lender, to: City of Marshalltown
24 North Center. Street
Marshalltown, IA 50158
Attention: Alicia Hunter
- b. If to Borrower, to: HCI50158 Investment, LLC
5050 Merle Hay Rd
Johnston, IA 50131
Attention: Ryan Huegerich

24. Governing Law. This Mortgage shall be governed and construed in accordance with the laws of the State of Iowa.

25. WAIVER OF MARSHALLING. Borrower, any party who consents to this Mortgage, and any party who now or hereafter acquires a lien on the Mortgage Property

Mortgage

and who has actual or constructive notice of this Mortgage hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

26. Acknowledgement of Receipt of Copies of Mortgage and Note. Borrower hereby acknowledges the receipt of a copy of this Mortgage together with a copy of each Promissory Note secured hereby.

27. Release. Upon compliance with the Contract and/or payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

28. Waivers. Each of the undersigned relinquishes all rights of dower, waives all right of homestead and distributive share in and to the Mortgaged Property and waives any right to exemption as to the Mortgaged Property.

29. Additional Provisions: NONE

-END OF MORTGAGE – REFER TO FOLLOWING PAGE FOR SIGNATURES-

IN WITNESS WHEREOF, the parties have caused this mortgage to be duly executed by its duly authorized officers.

BORROWER:

HCI50158 Investment, LLC

By: _____
Print Name: Ryan Huegerich
Authority: Owner

**STATE OF IOWA)
)
COUNTY OF MARSHALL)**

On this ____ day of _____, 2023, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

LENDER:

City of Marshalltown, IA

By: _____
Print Name: Joel Greer
Authority: Mayor

**STATE OF IOWA)
)
COUNTY OF MARSHALL)**

On this ____ day of _____, 2023, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

Mortgage

LEGAL DESCRIPTION

The following described real estate located in the City of Marshalltown, Marshall County, Iowa:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA; THENCE SOUTH 89°43' EAST 368.5 FEET; THENCE SOUTH 50 FEET; THENCE SOUTH 16°23' EAST 415.3 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°23' EAST 605.0 FEET; THENCE SOUTH 40°08' EAST 335.8 FEET; THENCE SOUTH 11°34' EAST 47.6 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1; THENCE EASTERLY ALONG SAID SOUTH LINE 108.4 FEET TO THE SOUTHEAST CORNER OF THE WEST THREE-FOURTHS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1; THENCE NORTH 0°05' EAST 956.3 FEET; THENCE NORTH 89°43' WEST 341.1 FEET; THENCE SOUTH 65°31' WEST 179.5 FEET TO THE POINT OF BEGINNING;

AND

THE EAST 10 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, EXCEPT THE NORTH 373 FEET AND EXCEPT BEGINNING 373 FEET SOUTH OF THE NORTHEAST CORNER; THENCE SOUTH 225 FEET; THENCE WEST 288.9 FEET; THENCE NORTH 225 FEET; THENCE EAST 288.9 FEET TO THE POINT OF BEGINNING;

AND

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA; THENCE SOUTH 89°25' WEST 438.4 FEET; THENCE SOUTH 11°34' EAST 221.55 FEET; THENCE SOUTH 27°23' EAST 582.8 FEET; THENCE SOUTH 66°46' EAST 151.5 FEET; THENCE NORTH ALONG SECTION LINE TO THE POINT OF BEGINNING, FROM ROOT OF TITLE.

ASSIGNMENT OF LEASES AND RENTS

**Document prepared by, and
after recording, please return to:**

Your City Attorney

City of X

Address

City, State, Zip

Their phone number

Steven Stransky
Disaster Recovery Team Lead
Iowa Economic Development Authority
1963 Bell Ave., Suite 200
Des Moines, IA 50315
515-348-6204

GRANTOR AND TAXPAYER: HCI50158 Investment, LLC

GRANTEE: City of Marshalltown, IA

LEGAL DESCRIPTION: See Exhibit A

CDBG-DR Contract Owner: City of Marshalltown, IA
CDBG-DR Contract Number: 20-DRH-022
Address: 24 N Center Street, Marshalltown, IA 50158

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment"), dated as of _____, _____, is made by HCI50158 Investment, LLC, an Iowa _____ Developer ("Assignor"), whose address is 5050 Merle Hay Rd, Johnston, IA 50131 in favor of Marshalltown, an Iowa City, whose address is 24 North Center Street, Marshalltown, IA 50158 (the "Assignee"), as the holder of the Promissory Note effective _____, _____, as amended, in the aggregate principal amount of \$2,280,000 maturing on June 30th, 2045 (the "Note"), issued in connection with the loan to the Assignor pursuant to a Community Development Block Grant-Disaster Recovery Contract (the "Contract") effective as of February 22nd, 2023, as amended, between the Assignor and the Assignee, and which loan is evidenced by the aforesaid Note.

This Assignment is executed with reference to the following facts:

A. To secure payment of the Note, Assignor has executed and delivered that certain Mortgage recorded simultaneously herewith, to Assignee, as lender, which Mortgage encumbers Assignor's interest in real property located in Marshall County, Iowa, more particularly described in Exhibit A, made a part hereof (the "Property"). Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Contract and Mortgage referred to above.

B. Assignor desires to absolutely, irrevocably and unconditionally assign to Assignee, all of Assignor's right, title and interest, if any, in and to all present and future leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Property or any part thereof, now existing or subsequently entered into by Assignor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases").

For value received, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Rents.

1.1 Rents. Assignor hereby presently, absolutely and unconditionally grants, transfers and assigns to Assignee all right, title and interest of Assignor in and to any and all rents, subrents, issues and royalties of and from the Property ("Rents"). It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Assignee of all Rents and to authorize and empower Assignee to collect and receive all Rents without the necessity of further action on the part of the Assignor. Promptly upon request by Assignee, Assignor agrees to execute and deliver such further assignments as Assignee may from time to time require. Assignor and Assignee intend this assignment of Rents to be immediately effective and to constitute an absolute present

assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of rents, and for no other purpose, Rents shall not be deemed to be a part of the Property. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the State of Iowa, then the Rents shall be included as part of the Property and Mortgaged Property and it is the intention of the Assignor that in this circumstance this Assignment create and perfect a lien on Rents in favor of Assignee, which lien shall be effective as of the date of this Assignment. Until the occurrence of an Event of Default, Assignee hereby grants Assignor a revocable license to collect and receive all such Rents which become payable prior to an Event of Default, to hold all Rents in trust for the benefit of Assignee and to apply all Rents, subject, however, to the terms of the Loan Agreement and Mortgage. Upon the occurrence of an Event of Default and upon Assignee's election to collect the rents, subrents, issues, royalties, income and profits as hereinafter provided, Assignor's license to collect Rents shall automatically terminate and the right to collect and use any of such proceeds shall cease, and Assignee shall have the right, with or without taking possession of the Property, and either in person, by agent, or through a court-appointed receiver (Assignor hereby consents to the appointment of Assignee or Assignee's designee as such receiver), to sue for or otherwise collect all such rents, subrents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected, after the deduction of all reasonable costs and expenses of operation and collection, including attorney fees (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), shall be applied toward the payment of any and all amounts due under the Note, the Contract and the Mortgage (collectively, the "Obligations"). Such right of collection and use of such proceeds by Assignee shall exist both before and after the exercise of the power of sale provisions of the Mortgage, foreclosure of the Mortgage and throughout any period of redemption. The rights granted under this Section 1.1 shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Property is in danger of being lost, removed, or materially injured, or whether the Property or any other security is adequate to discharge the Obligations. Assignee's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Assignee thereafter to collect the same. Neither any provision contained herein, nor Assignee's exercise of Assignee's right to collect such proceeds, shall be, or be construed to be, an affirmation by Assignee of any tenancy, lease, sublease, option, or other interest in the Property, or an assumption of liability under, or subordination of the lien or charge of the Mortgage to, any tenancy, lease, sublease, option, or other interest in the Property. At any time on or after the date of Assignee's demand for Rents in accordance with this Section 1.1, Assignee may give, and Assignor hereby irrevocably authorizes Assignee to give, notice to all tenants of the Property instructing them to pay all Rents to Assignee. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default and no tenant shall be obligated to pay to Assignor any amounts which are actually paid

to Assignee in response to such a notice. Any such notice by Assignee shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Assignor shall not interfere with and shall cooperate with Assignee's collection of such Rents. All tenants, lessees, sublessees and other persons which have any obligation to make any payment to Assignor in connection with the Property or any portion thereof are hereby authorized and directed to pay the rents, subrents, issues, royalties, income, and profits payable by them with respect to the Property, or any part thereof, directly to Assignee on the demand of Assignee, in accordance with this Section 1.1. Assignee's receipt of such rents, subrents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, sublessee, or other person concerned to make the payment connected with the amount so received by Assignee. When all of the Obligations have been fully satisfied and such satisfaction is evidenced by a recorded release of the Mortgage, this assignment shall no longer be of effect and shall be void.

1.2 Entry on Property. If Assignee enters the Property, Assignee shall be liable to account only to Assignor and only for those Rents actually received. Assignee shall not be liable to Assignor, anyone claiming under or through Assignor or anyone having an interest in the Property, by reason of any act or omission of Assignee under this Assignment, and Assignor hereby releases and discharges Assignee from any such liability to the fullest extent permitted by law, except for any act or omission constituting fraud, gross negligence or willful misconduct by Assignee. If the Rents are not sufficient to meet the costs of taking control of and managing the Property and collecting the Rents, any funds extended by Assignee for such purposes shall become an additional part of the Obligations. The entering upon and taking possession of the Property or any portion of the Property or the collection of rents, subrents, issues, royalties, income, profits, or the application or release thereof as aforesaid, shall not cure or waive any Event of Default or notice of default under the Loan Documents, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend the obligation to make, or have the effect of altering the size of any scheduled installments provided for in any of the Obligations.

2. Assignment of Leases.

2.1 Leases. Assignor hereby presently, absolutely and unconditionally grants, transfers and assigns to Assignee all right, title and interest of Assignor in and to the Leases including Assignor's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Assignee of all of Assignor's right, title and interest in, to and under the Leases. Assignor and Assignee intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to

this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the Property. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the State of Iowa, then the Leases shall be included as part of the Property and Mortgaged Property and it is the intention of Assignor that in this circumstance this Assignment create and perfect a lien on the Leases in favor of Assignee, which lien shall be effective as of the date of this Assignment. Until Assignee gives notice to Assignor of Assignee's exercise of its rights under this Section, Assignor shall have all rights, power and authority granted to Assignor under any Lease (except as otherwise limited by this Section or any other provision of this Assignment), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, and during the continuation thereof, the permission given to Assignor pursuant to the preceding sentence to exercise all rights, power and authority under the Leases shall automatically terminate. Assignor shall comply with and observe Assignor's obligations under all Leases, including Assignor's obligations pertaining to the maintenance and disposition of tenant security deposits.

2.2 Not Mortgagee in Possession. Assignor acknowledges and agrees that the exercise by Assignee, either directly or by a receiver, of any of the rights conferred under this Assignment shall not be construed to make Assignee a mortgagee-in-possession of the Property so long as Assignee has not itself entered into actual possession of the Land and the improvements located thereon. The acceptance by Assignee of the assignment of the Leases or Rents pursuant to this Assignment shall not at any time or in any event obligate Assignee to take any action under this Assignment or to expend any money or to incur any expenses. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Property. Prior to Assignee's actual entry into and taking possession of the Property, Assignee shall not (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to any Lease or the Property; or (iii) be responsible for the operation, control, care, management or repair of the Property or any portion of the Property. The execution of this Assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of Assignor, prior to such actual entry and taking of possession.

2.3 Exercise of Rights. Upon delivery of notice by Assignee to Assignor of Assignee's exercise of Assignee's rights under this Assignment at any time after the occurrence of an Event of Default (and during the continuation thereof), and without the necessity of Assignee entering upon and taking and maintaining control of the Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the State of Iowa, Assignee immediately

shall have all rights, powers and authority granted to Assignor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

2.4 Delivery of Leases. Assignor shall, promptly upon Assignee's request, deliver to Assignee an executed copy of each Lease then in effect.

2.5 No Advance Payments of Rent. Assignor shall not receive or accept Rent under any Lease for more than two months in advance.

2.6 No Non-Residential Leases. Assignee shall not lease any portion of the Property for non-residential use.

3. Reimbursement. Assignor shall pay immediately and without demand all sums reasonably expended by Assignee pursuant to the provisions hereof, and all attorneys' fees incurred in connection with the enforcement of the terms hereof and/or the collection of the obligations secured hereby. All such amounts shall constitute obligations secured by the Mortgage and this Assignment.

4. Representations, Warranties and Covenants. As a material inducement to the execution and acceptance of this Assignment, Assignor represents, warrants and covenants to Assignee that:

4.1 No Prior Assignment. Assignor has not executed any prior assignment of the Leases or of its right, title and interest therein or in the rents to accrue thereunder.

4.2 No Limitations on Assignee. Assignor has not performed nor will perform any act or executed, nor will execute, any instrument which might prevent Assignee from operating under any of the terms and conditions hereof, or which would limit Assignee in such operation.

4.3 No Advance Rent Payments. Assignor has not accepted any payment of advance rent under any of the Leases presently in effect for any period subsequent to the next period for which rent shall become due and payable.

4.4 Assignor is Absolute Owner of the Leases. Assignor is the absolute owner of the Leases and the rents thereof, having full right and authority to assign the Leases and the rents due or to become due hereunder.

5. Events of Default. As used herein, the term "Event of Default" shall mean any "Event of Default" under the Note, the Mortgage or the Contract. Upon the occurrence and during the continuance of an Event of Default beyond any applicable cure period, Assignor's license shall automatically terminate and Assignee shall receive and collect any and all income, rents, issues, profits and proceeds pursuant to the

Leases hereby assigned to Assignee, including any which may be past due and unpaid, and Assignee may at any time and without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the obligations secured hereby, enter upon, take possession of, manage and operate the Property or any part thereof, together with any other real or personal property located thereon, make, enforce, cancel, terminate, modify and accept the surrender of Leases, or any of them, obtain or evict tenants, fix or modify rents, and do any acts which Assignee deems proper. In taking possession of the Property, Assignee shall be entitled to exercise all of the rights, remedies and powers of an owner thereof, may conduct the business of Assignor in its own name or in the name of Assignor, may use any and all of the properties and facilities of Assignor, and may deal with the creditors, debtors, tenants, agents, employees and other persons and/or companies having any relationship whatsoever with Assignor and the Property, and alter or amend any contracts between them, in any manner Assignee in its sole discretion may determine. All rights, remedies and powers given to Assignee herein may be exercised by Assignee either in person, by agent or by a receiver to be appointed by a court, and such exercise shall not cure or waive any default or notice of default hereunder or under the Mortgage or invalidate any act done pursuant to any such notice.

6. No Assumption of Leases. Neither this Assignment nor any action or inaction on the part of Assignee shall constitute an assumption on the part of Assignee of any obligation or liability under any of the Leases. No action or inaction on the part of Assignor shall affect or limit in any way the rights of Assignee under this Assignment or, through this Assignment, under any of the Leases.

7. Remedies Cumulative. Each right, power and remedy of Assignee provided for in this Assignment or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Assignment or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Assignee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Assignee of all such other rights, powers or remedies. No failure or delay on the part of Assignee to exercise any such right, power or remedy shall operate as a waiver thereof.

8. Indemnification of Assignee. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or any of them, or under or by reason of this Assignment. Assignor shall indemnify Assignee against and defend and hold Assignee harmless from any and all liability, loss or damage which Assignee may or might incur as Assignee under this Assignment under the Leases, or any of them, or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such claims. If Assignee incurs any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in defense

against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate provided in the Note, shall be secured by the Mortgage, and by this Assignment, and Assignor shall reimburse Assignee therefor immediately upon demand.

9. Continued Leasing of the Property. Until the payment of all indebtedness secured hereby, Assignor covenants and agrees, subject to the terms of the Contract and the Agreement for Covenants and Restrictions to exercise reasonable efforts to keep leased at good and sufficient rental all the Property and the improvements located thereon. Notwithstanding the foregoing, Assignor shall not enter into or execute any Lease of all or any portion of the Property, except in accordance with the terms and provisions of the Mortgage, this Assignment, the Contract and the Agreement for Covenants and Restrictions.

10. Termination of Assignment. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording of a satisfaction of the Mortgage, this Assignment shall become and be void and of no effect.

11. Notices. All notices given or served on any party hereto pursuant to the terms hereof shall be served by the means and to the addresses, and shall be deemed effective within the time periods, established pursuant to the Contract.

12. Successors and Assigns. This Assignment inures to the benefit of Assignee and its successors and assigns, and binds Assignor and Assignor's successors and assigns. Assignor may not assign its rights or obligations under this Assignment without the prior written consent of Assignee. All rights and remedies of Assignee hereunder and under any other agreement are cumulative and not exclusive, and are in addition to all other rights and remedies provided by law, agreement or otherwise. Notice of acceptance of this Assignment by Assignee is waived.

13. Waiver of Notice of Exercise of Assignment of Rents. Assignor hereby waives any right to notice and waives any right to any hearing, judicial or otherwise, prior to Assignee's exercise of its rights under this Assignment and/or the Mortgage with respect to the Assignment of Rents hereunder or under the Mortgage.

14. Governing Law; Venue. THIS ASSIGNMENT SHALL BE GOVERNED EXCLUSIVELY BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF IOWA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES.

15. Miscellaneous. This Assignment or any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. All the terms of this Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of and be enforceable by Assignee, any successor holder of the Note and any trustee appointed for the benefit of the holder of

the Note. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Iowa. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Assignment may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

-END OF ASSIGNMENT OF LEASES AND RENTS-
-REFER TO FOLLOWING PAGE FOR SIGNATURES-

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by its duly authorized officers.

ASSIGNOR:

HCI50158 Investment, LLC

By: _____
Print Name: Ryan Huegerich
Authority: Owner

**STATE OF IOWA)
)
COUNTY OF MARSHALL)**

On this _____ day of _____, 2023, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, an Iowa non-profit corporation organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

ASSIGNEE:

City of Marshalltown, IA

By: _____

Print Name: Joel Greer

Authority: Mayor

STATE OF IOWA)

)

COUNTY OF MARSHALL)

On this ____ day of _____, 2023, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

.

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The following described real estate located in the City of Marshalltown, Marshall County, Iowa:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA; THENCE SOUTH 89°43' EAST 368.5 FEET; THENCE SOUTH 50 FEET; THENCE SOUTH 16°23' EAST 415.3 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°23' EAST 605.0 FEET; THENCE SOUTH 40°08' EAST 335.8 FEET; THENCE SOUTH 11°34' EAST 47.6 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1; THENCE EASTERLY ALONG SAID SOUTH LINE 108.4 FEET TO THE SOUTHEAST CORNER OF THE WEST THREE-FOURTHS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1; THENCE NORTH 0°05' EAST 956.3 FEET; THENCE NORTH 89°43' WEST 341.1 FEET; THENCE SOUTH 65°31' WEST 179.5 FEET TO THE POINT OF BEGINNING;

AND

THE EAST 10 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, EXCEPT THE NORTH 373 FEET AND EXCEPT BEGINNING 373 FEET SOUTH OF THE NORTHEAST CORNER; THENCE SOUTH 225 FEET; THENCE WEST 288.9 FEET; THENCE NORTH 225 FEET; THENCE EAST 288.9 FEET TO THE POINT OF BEGINNING;

AND

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA; THENCE SOUTH 89°25' WEST 438.4 FEET; THENCE SOUTH 11°34' EAST 221.55 FEET; THENCE SOUTH 27°23' EAST 582.8 FEET; THENCE SOUTH 66°46' EAST 151.5 FEET; THENCE NORTH ALONG SECTION LINE TO THE POINT OF BEGINNING, FROM ROOT OF TITLE.

AGREEMENT FOR COVENANTS AND RESTRICTIONS

**Document prepared by, and
after recording, please return to:**

Steven Stransky
Disaster Recovery Team Lead
Iowa Economic Development Authority
1963 Bell Avenue
Des Moines, Iowa 50315
(515) 348-6204

GRANTOR AND TAXPAYER: HCI50158 Investment, LLC

GRANTEE: City of Marshalltown, IA

LEGAL DESCRIPTION: See Exhibit A

CDBG-DR Contract Owner: City of Marshalltown, IA
CDBG-DR Contract Number: 20-DRH-022
Address: 24 N Center Street, Marshalltown, IA 50158

**AGREEMENT FOR COVENANTS AND RESTRICTIONS
(COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY – 2019)**

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS ("Agreement"), effective as of _____, _____, is between The City of Marshalltown, (the "City"), and HCI50158 Investment, LLC (the "Owner").

WITNESSETH:

WHEREAS, the City received Community Development Block Grant Disaster Recovery (CDBG-DR) funds from the Iowa Economic Development Authority (IEDA) under Extending Government Funding and Delivering Emergency Assistance Act, 2021 Signed into law: Public Law 117-43, allocating CDBG funding to HUD; and

WHEREAS, the Owner has applied for and received approval for funding from the City, and the Owner and the City have entered into a Community Development Block Grant Disaster Recovery Multi-Family Unit Rental or Single Family and Down Payment Assistance Contract (the "CDBG-DR Contract"), dated _____, and a Promissory Note (the "Note"), dated _____ (the CDBG-DR Contract and the Note shall be known collectively as the "Loan Documents"), and

WHEREAS, the agreements, obligations, and covenants of the Owner pursuant to the Loan Documents are secured by a Mortgage, dated _____ (the Mortgage) and an Assignment of Leases and Rents, dated _____, both granted to the City by the Owner, and

WHEREAS, pursuant to the Loan Documents, the City made an award in the amount of \$2,280,000 ("CDBG-DR Funds") to the Owner for the purpose of financing a portion of the costs of the project described in the Exhibits to the Loan Documents (the "Project") to be located on the real estate described in **Exhibit A** hereto (the "Property"); and

WHEREAS, in accordance with the Loan Documents, the Owner is required to provide certain housing benefits for low-and-moderate income families as set forth therein, and is further required to comply throughout the term of the Loan Documents with the requirements and covenants set forth therein;

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

"Affordable Rental Units" means those units contained on the Property that are occupied by Low-and-Moderate Income Families at any given time. The Grantor is not required to designate specific units as Affordable Rental Units but must meet the requirements of Section 2 hereof at all times during the Term of Affordability.

"Community Development Block Program-Disaster Recovery" or "CDBG-DR" means the grant program authorized under Title I of the Housing, and Community Development Act of 1974, as amended, 24 CFR 570, as amended, 85 FR 4681, and all other notices published by HUD in the Federal Register and related to 85 FR 4681 in response to the federally declared disaster, which occurred in 2020, as defined by the FEMA Declaration FEMA 4557-DR dated August 17, 2020.

"IEDA" means the Iowa Economic Development Authority.

"Low-and-Moderate Income Families" means those families earning no more than 80% of area median income as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals shall be considered as one-person families for this purpose.

2. As a condition to receipt of CDBG-DR Funds, and in order to help ensure compliance by the Owner and any future owner of the Project with the requirements and covenants set forth in the Loan Documents throughout the required period of time ("Affordability Period") as set forth in the CDBG-DR Contract and Exhibits thereto, so as to maintain the housing benefits for which assistance has been provided through CDBG-DR and therefore protect the investment of the City and IEDA in the Project, and in order to give the City and IEDA the ability to fulfill its obligations under CDBG-DR to ensure such compliance, certain covenants and restrictions enforceable by the City must be placed on the real estate described in **Exhibit A** hereto governing the use of the Project, which covenants and restrictions shall run with the land and be binding on the Owner and its successors or assigns. The Owner, for itself and for its successors or assigns, makes the following covenants as to the use of the Project and the real estate described in **Exhibit A**:

- (a) All of the CDBG-DR Funds shall be spent on Eligible Costs of the Project, in accordance with the Project described in Exhibit A to the CDBG-DR Contract;
 - (b) The Project shall be completed so as to provide the project benefits as required by and specified in the regulations and as referenced in the Loan Documents;
 - (c) The Project shall constitute an eligible activity in compliance with CDBG-DR as described in the Loan Documents, and the Owner shall comply with all of the CDBG-DR requirements and shall own, operate and manage the Project as an eligible project **throughout the Affordability Period ending June 20th, 2045 (20) years from when the City has determined the Project Activity has been completed and initial lease-up and demographic information entered into the HUD Disaster Recovery Grant Reporting system;**
 - (d) Throughout the Affordability Period, the Owner shall rent 51% of the units in the Project assisted units to households at or below 80% of the area median income (the "CDBG-DR Units) and the maximum (gross) rent limits allowed on the CDBG-DR Units shall not exceed the most current HOME Program 65% rent limits in accordance with 24 CFR 92.252(a);
 - (e) Throughout the Affordability Period, the Owner shall allow inspections of the Project to ensure continued compliance with all locally adopted and enforced building codes and standards, or, in the absence of any locally adopted and enforced building codes and standards, the requirements of the current Iowa State Building Code;
 - (f) Throughout the Affordability Period, the owner shall comply with all of the statutes, regulations, and notices in the Federal Register that govern CDBG-DR, including, but not limited to, Title I of the Housing, and Community Development Act of 1974, as amended, 24 CFR 570, as amended, 85 FR 4681, and all other notices published by HUD in the Federal Register and related to 85 FR 4681;
 - (g) All units constructed for sale will be sold to households at or below 80% of the area median income for not more than \$175,000.00. Upon completion of a single-family unit, and the closing on that sale, the affordability requirements of this agreement will be removed, and a new lien (twenty-year) will be filed with the new property owner requiring the unit can only be sold to households at or below 80% of the area median income for not more than \$175,000.00.
 - (h) In order to ensure compliance with the covenants in subparagraphs (d), (e), (f), and (g) above, Owner shall submit to the City, as required by the Loan Documents, its certification of compliance with such covenant, together with documentation in form and substance satisfactory to the City evidencing compliance with such covenant; and
 - (i) The Owner shall comply with all the covenants set forth in the Loan Documents.
3. All the covenants herein shall run with the real estate described in **Exhibit A** hereto and the Project thereon, and be binding upon the Owner and its successors or assigns, for the Affordability Period. Notwithstanding any other provisions of this Agreement, this entire Agreement, or any of the provisions or paragraphs hereof, may be terminated upon written agreement by the City and the Owner.
 4. Notwithstanding the provisions of Section 3, such covenants shall cease to apply to the Mortgaged Property prior to the end of the Term of Affordability, in the event of involuntary noncompliance therewith caused by a fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or action of a federal agency after the date of making of the Loan which prevents the City or its successors or assigns from enforcing the covenants, or condemnation or similar event, but only if, within a reasonable period, amounts received by the Grantor as a consequence of such event are used to provide a project which meets the requirements of the CDBG-DR program.
 5. Notwithstanding the provisions of Section 4, if once the Mortgaged Property has been subject to foreclosure, transfer of title by deed in lieu of foreclosure or similar event, and at any time during the part of the Term of Affordability subsequent to such event, the Grantor or a related person to the Grantor obtains an ownership interest in the Project for tax purposes, the covenants herein shall once again run with the land described in Attachment A hereto and the Project thereon and be binding on the Grantor or such related person and their respective successors or assigns for the remainder of the Term of Affordability.
 6. Performance by the Owner of its agreements, covenants, and obligations pursuant to this Agreement are secured by the Mortgage against the real estate described in Exhibit A hereto, executed by the Owner and delivered to the City pursuant to the CDBG-DR Contract
 7. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in such manner and in such places as the City may reasonably request, and shall pay all fees and charges incurred in connection therewith.
 8. This Agreement may be amended only by an amendment in writing executed by the parties hereto and properly recorded in

the County Recorder's office.

9. Except for the rental of units in the Project to tenants, the Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any interest therein without obtaining the prior written consent of the City, which shall be conditioned solely upon receipt of evidence satisfactory to the City that the Owner's purchaser or transferee (i) has assumed in writing and in full the Owner's duties and obligations under this Agreement, the Loan Documents and all related documents thereto; (ii) has the financial capability to carry out such obligations; and (iii) is knowledgeable in the operation and management of facilities similar to the Project facilities. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this paragraph may be ineffective to relieve the Owner of its obligations under this Agreement, the Loan Documents and all related documents thereto.

10. If the Owner defaults in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Agreement, and if such default remains uncured for a period of 30 days after notice thereof shall have been given by the City to the Owner (or for a period of 60 days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30 day period, and if the Owner commences same within such 30 day period and thereafter diligently and continuously pursues the same to completion within such 60 day period), then the City may declare that the Owner is in default hereunder and may take any one or more of the following steps, at its option:

- (a) by mandamus or other suit, action or proceeding at law or in equity, require the Owner to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;
- (b) have access to and inspect, examine, and make copies of all the books and records of the Owner pertaining to the Project;
- (c) declare a default under the Loan Documents and make no further disbursements of CDBG-DR Funds, and demand immediate repayment from Owner of some or all the CDBG-DR Funds previously disbursed to Owner; and
- (d) take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and agreements of the Owner hereunder and under the Loan Documents, including, but not limited to, the recovery of CDBG-DR Funds and foreclosure of the Mortgage .

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of the City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

10. This Agreement shall be governed by the laws of the State of Iowa.

11. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

City:	<u>City of Marshalltown, IA</u> <u>24 North Center Street</u> <u>Marshalltown, IA 50158</u> Attention: <u>City Clerk</u>
Owner:	<u>HCI50158 Investment, LLC</u> <u>5050 Merle Hay Rd</u> <u>Johnston, IA 50131</u> Attention: <u>Ryan Huegerich</u>

12. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

13. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

14. All the rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by its duly authorized officers.

OWNER:

HCI50158 Investment, LLC

By: _____

Print Name: Ryan Huegerich

Authority: Owner

STATE OF IOWA)

)

COUNTY OF MARSHALL)

On this _____ day of _____, 2023, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

CITY:

Marshalltown, IA

By: _____

Print Name: Joel Greer

Authority: Mayor

STATE OF IOWA)

)

COUNTY OF MARSHALL)

On this _____ day of _____, 2023, in front of the undersigned notary public, in and for the State of Iowa, personally appeared _____, the _____ for _____, a _____ organized in the State of Iowa, and that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act of him/her and _____.

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The following described real estate located in the City of Marshalltown, Marshall County, Iowa:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA; THENCE SOUTH 89°43' EAST 368.5 FEET; THENCE SOUTH 50 FEET; THENCE SOUTH 16°23' EAST 415.3 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°23' EAST 605.0 FEET; THENCE SOUTH 40°08' EAST 335.8 FEET; THENCE SOUTH 11°34' EAST 47.6 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1; THENCE EASTERLY ALONG SAID SOUTH LINE 108.4 FEET TO THE SOUTHEAST CORNER OF THE WEST THREE-FOURTHS OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1; THENCE NORTH 0°05' EAST 956.3 FEET; THENCE NORTH 89°43' WEST 341.1 FEET; THENCE SOUTH 65°31' WEST 179.5 FEET TO THE POINT OF BEGINNING;

AND

THE EAST 10 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, EXCEPT THE NORTH 373 FEET AND EXCEPT BEGINNING 373 FEET SOUTH OF THE NORTHEAST CORNER; THENCE SOUTH 225 FEET; THENCE WEST 288.9 FEET; THENCE NORTH 225 FEET; THENCE EAST 288.9 FEET TO THE POINT OF BEGINNING;

AND

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA; THENCE SOUTH 89°25' WEST 438.4 FEET; THENCE SOUTH 11°34' EAST 221.55 FEET; THENCE SOUTH 27°23' EAST 582.8 FEET; THENCE SOUTH 66°46' EAST 151.5 FEET; THENCE NORTH ALONG SECTION LINE TO THE POINT OF BEGINNING, FROM ROOT OF TITLE.

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCE, CITY OF
MARSHALLTOWN, IOWA BY AMENDING 93.007 ALCOHOLIC BEVERAGES**

WHEREAS, the City Council of the City of Marshalltown, Iowa, Code of Ordinances 93.007 Alcoholic Beverages provides regulations for the consumption of alcohol in city parks; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to make the following amendment to 93.007 Alcoholic Beverages of the City Code of Ordinances.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa 93.007 ALCOHOLIC BEVERAGES, Section (A) is hereby amended to the following:

(A) No person shall possess, use or consume beer, wine, or alcoholic liquor in a public park or nature area, including park roads and parking areas, except when the following criteria have been met:

- (1) A public use permit has been issued by the City Clerk; and
- (2) The premise is covered by an alcohol license issued by the State of Iowa Alcoholic Beverages Division.

Section 2. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____ 2023, and signed this ____ day of _____ 2023.

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 _____, 2023, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2023.

Alicia Hunter, City Clerk

§ 93.007 ALCOHOLIC BEVERAGES.

(A) No person shall possess, use, or consume beer, wine, or alcoholic liquor in a public park or nature area, including park roads and parking areas, except when the following criteria have been met:

(1) A public use permit has been issued by the City Clerk; and

(2) The premise is covered by an alcohol license issued by the State of Iowa Alcoholic Beverages Division.

~~—(2) Beer gardens as permitted by the Park and Recreation Department, with City Council approval.~~

(B) The following designated areas within park shelters and on cement patios attached to park shelters:

(1) Log Cabin, Riverview Park; Reunion Hall, Riverview Park; Community Building, Riverview Park; provided, the lessee:

(a) Has notified the Park and Recreation Department of the intent to serve alcoholic beverages at the time of the rental reservation;

(b) Has signed a responsibility agreement permitting this use;

(c) Shall be available for personal contact by park and recreation personnel at all times during the rental period; and

(d) Shall comply with all state and city codes regarding the use of alcoholic beverages.

(2) Within the campground at Riverview Park; provided, the person is a registered camper or the guest of a registered camper.

(2013 Code, § 21.5-12) (Ord. 14545, passed 6-24-1996; Ord. 14970, passed 11-27-2017)
Penalty, see § 93.999

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor & City Council
FROM: Geoff Hubbard, Parks & Recreation Director
DATE: June 8, 2023
RE: Ordinance Revision

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Review policies, procedures, and ordinances for updates.

Recommendation: Staff recommend moving forward with an ordinance amendment.

Budget Impact: None.

Description/Background:

Code of Ordinances 93.007 Alcoholic Beverages regulates the consumption of alcohol in city parks. This ordinance amendment specifies the requirement to obtain a Public Use Permit from the City Clerk's Office and alcohol license from the State of Iowa Alcoholic Beverages Division in order to have alcohol in a requested park for community-wide events.

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 130: OFFENSES AGAINST
PEACE AND SAFETY**

WHEREAS, the City Council of the City of Marshalltown, Iowa, adopted Chapter 130: establishing regulations for Offenses Against Peace and Safety; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to amend Chapter 130: Offenses Against Peace and Safety of the City Code of Ordinances.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 130.012 Loud Noises; Noises from Sirens and Tires in its entirety and the following adopted in lieu thereof:

§ 130.012 LOUD NOISES; NOISES FROM SIRENS AND TIRES.

- (A) No person shall operate any motor vehicle stereo (stereo, tape player, compact disc player, radio or any other sound amplification device) in a public place or on any public right-of-way that can be heard a distance of 50 feet or more from the motor vehicle stereo. The provisions of this section may be enforced following personal observation or hearing, or both, of any police officer or upon receipt of a complaint made or filed with the Police Department by any person observing and hearing a violation. The Noise Control Office may grant a temporary variance to this section to facilitate special events. The Noise Control Office is specifically authorized to revoke the variance if the applicant shall fail to meet any of the limitations placed on the noise permit or other circumstances occurring subsequent to the grant of the variance requiring such revocation, or both.
- (B) It is unlawful to use a siren on any vehicle, except an emergency vehicle.
- (C) It is unlawful to make an unreasonable loud noise by means of squealing tires on a vehicle.

Section 2. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing Section 130.045 Trafficking in Certain Weapons, Section 130.046 Displaying Weapons, Section 130.047 Slingshots, and Section 130.048 Hunting Within City Boundaries in its entirety and the following adopted in lieu thereof:

§ 130.048 HUNTING WITHIN CITY BOUNDARIES.

- (A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
HUNTING. Pursuing, killing, searching for, shooting at, stalking or lying in wait for any animal or bird, whether or not such animal or bird then is subsequently captured, killed or injured.
OCCUPIED STRUCTURE. Any building, structure or similar place adapted for overnight accommodation of persons; or utilized by persons for the purpose of carrying on business or other activity therein; or used by persons for the housing of livestock or animals; or used by persons for storage.

- (B) Offense of hunting within city limits with exceptions. No person shall engage in hunting within the city limits, subject to the following exceptions.
- (1) AG, Agricultural District. Any person in lawful possession and control of real property zoned AG Agricultural District, or any person with the permission of any such possessor may engage in hunting, pursuant to the regulations provided in division below, upon such real property in areas further than 200 yards of any occupied structure in the lawful possession of another.
- (a) The following regulations shall apply to hunting upon real property zoned AG Agricultural District.
1. No rifle, pistol or revolver shall be used for hunting.
 2. No weapons other than shotguns, utilizing slug ammunition only or bow and arrow shall be used to hunt deer.
- (2) Deer Management Area. Any person with a city deer hunting permit and the permission of the owner of the property where hunting will take place within the city's Deer Management Area, may engage in bow hunting, for deer only, within the allowed area. No game other than deer shall be hunted in the area.
- (C) Miscellaneous exceptions. The provisions of this section shall not apply to lawfully designated law enforcement personnel and city employees performing official duties in the course of their employment, trappers conducting trapping operations pursuant to an independent contract with the city or employees of the animal rescue league acting within the scope of their employment.

Section 3. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____, 2023, and signed this ____ day of _____, 2023.

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 _____, 2023, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2023.

Alicia Hunter, City Clerk

CHAPTER 130: OFFENSES AGAINST PEACE AND SAFETY

GENERAL PROVISIONS

§ 130.012 LOUD NOISES; NOISES FROM SIRENS AND TIRES.

~~(A) —~~ No person shall operate any motor vehicle stereo (stereo, tape player, compact disc player, radio or any other sound amplification device) in a public place or on any public right-of-way that can be heard a distance of 50 feet or more from the motor vehicle stereo. The provisions of this section may be enforced following personal observation or hearing, or both, of any police officer or upon receipt of a complaint made or filed with the Police Department by any person observing and hearing a violation. The ~~City Administrator~~Noise Control Office may grant a temporary variance to this section to facilitate special events. The ~~City Administrator~~Noise Control Office is specifically authorized to revoke the ~~grant~~ variance if the applicant shall fail to meet any of the limitations placed ~~upon the grant of the variance~~on the noise permit or other circumstances occurring subsequent to the grant of the variance requiring such revocation, or both.

~~(B) It is unlawful to use a siren on any vehicle, except an emergency vehicle.~~

~~(C) It is unlawful to make an unreasonable loud noise by means of squealing tires on a vehicle.~~

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WEAPONS

§ 130.045 TRAFFICKING IN CERTAIN WEAPONS.

~~—It is unlawful to sell, keep for sale or offer for sale or loan or give away any dirk, dagger, stiletto, metallic knuckles, sandbag, skull cracker or silencer; provided, however, that, this section shall not apply to hunting and fishing licenses.~~

~~(2013 Code, § 21-27) (Ord. 75, passed 8-14-1950) Penalty, see § 130.999~~

~~Statutory reference:~~

~~—Weapons generally, see I.C.A. Ch. 724~~

§ 130.046 DISPLAYING WEAPONS.

~~—It is unlawful to display or cause to be displayed in any window facing a public street or alley any pistol, revolver, blackjack, slug, pocket billy, metallic knuckles, dagger, stiletto or Bowie knife, except war relics.~~

~~(2013 Code, § 21-30) (Ord. 75, passed 8-14-1950) Penalty, see § 130.999~~

§ 130.047 SLINGSHOTS.

~~—It shall be unlawful for any person, firm or corporation to sell or offer for sale, within the city, devices commonly known as slingshots that are designed as a sling to catapult or throw articles with force.~~

~~(2013 Code, § 21-31) (Ord. 73, passed 8-14-1950) Penalty, see § 130.999~~

§ 130.048 HUNTING WITHIN CITY BOUNDARIES.

(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

HUNTING. Pursuing, killing, searching for, shooting at, stalking or lying in wait for any animal or bird, whether or not such animal or bird then is subsequently captured, killed or injured.

OCCUPIED STRUCTURE. Any building, structure or similar place adapted for overnight accommodation of persons; or utilized by persons for the purpose of carrying on business or other activity therein; or used by persons for the housing of livestock or animals; or used by persons for storage.

(B) Offense of hunting within city limits with exceptions. No person shall engage in hunting within the city limits, subject to the following exceptions.

(1) ~~AG-1, Agricultural Reserve~~-District.

(a) Any person in lawful possession and control of real property zoned ~~AG-1 Agricultural Reserve~~-District, or any person with the permission of any such possessor may engage in hunting, pursuant to the regulations provided in division (B)(1)(b) below, upon such real property in areas further than 200 yards of any occupied structure in the lawful possession of another. ~~However, those areas zoned A-1 Agricultural Reserve 372 District, within the Nicholson Ford Nature Area, shall be governed by the provisions of division (B)(2) below.~~

(b) The following regulations shall apply to hunting upon real property zoned ~~AG-1 Agricultural Reserve~~-District, ~~except within the Nicholson Ford Nature Area.~~

1. No rifle, pistol or revolver shall be used for hunting.

2. No weapons other than shotguns, utilizing slug ammunition only or bow and arrow shall be used to hunt deer.

~~—(2) Nicholson Ford Nature Area.~~

~~—(a) City-owned area. Any person in possession of a permit issued to the person by the city's Director of Parks and Recreation may engage in bow hunting only, for deer only, upon real property located within the Nicholson Ford Nature Area or other properties designated for deer hunting by the city's Director of Parks and Recreation, owned by the city. No weapon other than bow and arrow shall be used for deer hunting in such area. No game other than deer shall be hunted in such area. However, bow hunting is prohibited within 100 yards of any portion of the bicycle trail, within 100 yards of any portion of the levy and within 100 yards of any occupied~~

~~structure located upon or outside the area. A permit issued under this division (B)(2)(a) does not entitle the permit holder to hunt in a Deer Management Area, as described in this section.~~

~~—— (b) State-owned area. Any person with the permission of an authorized agent of the state may engage in bow hunting only, for deer only, upon real property located within the Nicholson-Ford Nature Area owned by the state. No weapon other than bow and arrow shall be used for deer hunting in such area. No game other than deer shall be hunted in the area. However, bow hunting is prohibited within 100 yards of any portion of the bicycle trail, within 100 yards of any portion of the levy and within 100 yards of any occupied structure located upon or outside the area.~~

(32) Deer Management Area. Any person with a city deer hunting permit and the permission of the owner of the property where hunting will take place within the city's Deer Management Area, may engage in bow hunting, for deer only, within the allowed area. No game other than deer shall be hunted in the area.

(C) Miscellaneous exceptions. The provisions of this section shall not apply to lawfully designated law enforcement personnel and city employees performing official duties in the course of their employment, trappers conducting trapping operations pursuant to an independent contract with the city or employees of the animal rescue league acting within the scope of their employment.

(2013 Code, § 21-31.1) (Ord. 14409, passed 12-30-1992; Ord. 14575, passed 8-11-1997; Ord. 14787, passed 9-25-2006; Ord. 14854, passed 4-13-2009; Ord. 14970, passed 11-27-2017)
Penalty, see § 130.999

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: June 8, 2023
RE: Ordinance Amendment Chapter 130: Offenses Against Peace and Safety

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Review policies, procedures, and ordinances for updates.

Recommendation: Staff recommend moving forward with an ordinance amendment.

Budget Impact: None.

Description/Background:

The proposed amendment to Chapter 130: Offenses Against Peace and Safety reinstates the language that was previously removed to address offenses from vehicle sirens and tires. It was previously suggested to move this section to Chapter 134: Noise Control but since we are not proceeding with an amendment to that chapter it can stay in Chapter 130.

Section 130.045 Trafficking in Certain Weapons, 130.046 Displaying Weapons, and 130.047 Slingshots were all established in 1950 and are outdated and need to be repealed.

Section 130.048 Hunting Within City Boundaries addresses changes to the zoning district names and removes the option to hunt at Nicholson Ford Nature Area as that is no longer an option.

CITY COUNCIL

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



MINUTES PROVIDING FOR PUBLIC
HEARING AND FIRST
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A FRANCHISE FEE
FOR THE GAS FRANCHISE

422742-53

Marshalltown, Iowa

June 12, 2023

The Council of the City of Marshalltown, Iowa, met on June 12, 2023, at 5:30 p.m., at the Council Chambers of City Hall, in the City for the purpose of conducting a public hearing on the establishment of a franchise fee for the City's Gas Utility Franchise. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: Hoop, Isom, Kell, Ladehoff, *Schneider, Thompson, *Walker (*via Go-To-Meeting)

Absent: _____.

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on establishment of a Gas Utility Franchise Fee had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written 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.)

Public comments: Linda Clark, 306 S 2nd Ave is against the fee. Mark Eaton, 1007 S 10th Ave, stated since they did not pass this to go on the general election it will have to be petitioned for a special election and he will have one available. Doris Kinnick, 2020 Catalina Place, feels this is too much with utility prices already high.

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed at 6:39 pm.

City Clerk, Alicia Hunter introduced an ordinance entitled "Ordinance No.15064. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14806 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for a Gas Utility Franchise."

It was moved by Council Member Isom and seconded by Council Member Schneider that the aforementioned ordinance had been given its first consideration and that it be adopted.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: Isom, Kell, Ladehoff, Schneider, Walker

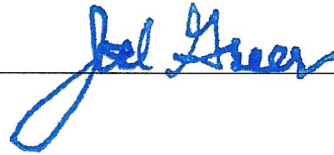
Nays: Hoop, Thompson.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its initial passage.

.....

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor



Attest:



City Clerk

ORDINANCE 15064

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA BY AMENDING PROVISIONS OF
ORDINANCE 14806 AND THE TABLE OF SPECIAL ORDINANCES,
TABLE I: FRANCHISES, WITH INTERSTATE POWER & LIGHT
COMPANY FOR A GAS UTILITY FRANCHISE**

WHEREAS, the City Council of Marshalltown, Iowa adopted Ordinance 14806 establishing a franchise agreement with Interstate Power & Light Company for a Gas Utility Franchise on April 9, 2007; and

WHEREAS, the City Council of Marshalltown, Iowa finds it in the City's best interest to amend the Gas Utility Franchise from 0% to 5% for the uses outlined in the adopted Revenue Purpose Statement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. PURPOSE. The City Council has determined that it is appropriate now to amend a provision of the MARSHALLTOWN gas franchise, Ordinance 14806, relating to franchise fees. The franchisee, Interstate Power and Light Company, has indicated its consent to the change in the ordinance as set forth herein. It is the intent of the City Council that all provisions set forth in the MARSHALLTOWN gas franchise, Ordinance 14806, shall remain in full force and effect except as modified specifically herein relating to franchise fees.

Section 2. REPEAL AND MODIFICATION. Sections 7, 8, 9, 10, 11, 12, and 13 of the MARSHALLTOWN natural gas franchise, Ordinance 14806, is repealed and the following adopted in lieu thereof:

Section 7. There is hereby imposed a franchise fee of five percent (5%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 3. CONFLICT AND REPEAL. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 5. PUBLIC HEARING. The public hearing required on this ordinance shall be held in the Council Chambers of City Hall, 24 N. Center Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 12th day of June 2023 and the City Clerk was directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times Republican, a newspaper in Marshalltown, Marshall County, Iowa, not less than 4 days nor more than 20 days prior to the date of public hearing fixed herein.

Section 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage and approval, written acceptance by the Company, and publication as required by law. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

Passed this _____ day of July 2023, and signed this _____ day of July 2023.

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 _____, 2023, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the _____ day of _____, 20____.

Alicia Hunter, City Clerk

MINUTES PROVIDING FOR SECOND
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A FRANCHISE FEE
FOR THE GAS FRANCHISE

(Second Consideration)

424513-8

Marshalltown, Iowa

June 26, 2023

The City Council of Marshalltown, Iowa, met on June 26, 2023 at 5:30 p.m., at the City Council Chambers, in the City.

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

Present: _____

Absent: _____.

The Council Member announced that, on June 12, 2023, the City Council had given its initial consideration and had adopted an ordinance entitled "Ordinance No. 15064. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14806 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for a Gas Utility Franchise."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR FINAL
CONSIDERATION AND ADOPTION OF
AN ORDINANCE ESTABLISHING A
FRANCHISE FEE FOR THE GAS
FRANCHISE

(Final Consideration and Adoption)

424513-8

Marshalltown, Iowa

July 10, 2023

The City Council of the City of Marshalltown, Iowa, met on July 10, 2023, at 5:30 p.m., at the City Council Chambers, in the City.

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

Present: _____

Absent: _____.

The City Clerk announced that on June 12, 2023 and on June 26, 2023, the City Council had given its initial and second consideration and had adopted an ordinance entitled "Ordinance No. 15064. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14806 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for a Gas Utility Franchise."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and has been adopted.

•••

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY SS
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled “Ordinance No.15064. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14806 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for a Gas Utility Franchise.”

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that I caused to be published “Ordinance No.15064. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14806 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for a Gas Utility Franchise,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach hereto publisher’s affidavit of publication with copy of ordinance as published.)

June 8, 2023

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, IA

Re: Gas Franchise Fee
Interstate Power & Light Company
Our File No. 424513-8

Dear Alicia:

The attached proceedings cover public hearing and the adoption of the ordinance establishing the Gas Utility Franchise Fee. We have prepared these proceedings with the assumption that the City Council will give three considerations to the ordinance.

Once the ordinance has been finally adopted, it must be published. Please print extra copies of the ordinance for publishing. Please fill out the attached certificate with respect to publishing.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

John P. Danos

Attachments

cc: Heather Thomas
Bob Fagen

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Bob Fagen, Interim City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor & City Council
FROM: Bob Fagen, Interim City Administrator
DATE: June 23, 2023
RE: Franchise Fee

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Plan and Fund Improvements to the City's Infrastructure and buildings.

Recommendation: Council adopts the ordinance/amendments to implement Franchise Fee.

Budget Impact: Publication/proceeding expenses, in addition to the possibility of a petition filed that would call this to a vote at a Special Election. A Special Election is estimated to cost \$15,000 - \$20,000.

Description/Background: City Council discussed at the November 28, 2022 city council meeting the proposal for a use of a Franchise Fee for the City of Marshalltown. A task force of Council Members Isom, Schneider, and Walker in addition to Mayor Greer developed a proposal. The proposal was to hold a special election for proposed uses to go towards Streets, Operations, and Safety (SOS). Ultimately, the Secretary of State, through the Marshall County Auditor's Office, determined the city could not call a special election on a franchise fee, as a special election could only be held through a petition. Per legal counsel, the City Council can only call the measure to a general election or they can adopt the ordinances without an election, which may result in the public petitioning for a special election.

The measure proposed is a five percent (5%) electric and gas franchise fee in Marshalltown, Iowa. The franchise fee will be subject to the terms of the current agreement with Interstate Power and Light Company and a proposed agreement with Consumers Energy.

Interstate Power and Light Company

- The City of Marshalltown currently has Franchise Agreements on Electric and Gas.
- The proposed ordinance amendment would be to increase from a 0% Franchise Fee to a 5% Franchise Fee

Consumers Energy

- The City of Marshalltown currently does not have a Franchise Agreement for Electric.
- The proposed ordinance would establish a Franchise Agreement with a 5% Franchise Fee on Electric.

CITY COUNCIL

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



The revenue purpose statement adopted by resolution at the May 22, 2023 meeting is as follows:

***Revenue Purpose Statement for Use or Expenditures of Electric & Gas Utility Franchise Fee Revenues
for the City of Marshalltown, Iowa***

Pursuant to the provisions of Section 364.2(4)(f) of the Code of Iowa, the City of Marshalltown, Iowa hereby establishes the following purposes for which franchise fee revenues from its Electric and Gas Utility Franchise with Interstate Power and Light Company and its Electric Utility Franchise with Consumers Energy to be deposited into a franchise fee account within the City's General Fund as required by Section 384.3A of the Iowa Code may be used or expended:

1. Moneys in the account shall be used for the purposes of inspecting, supervising, and otherwise regulating the Electric and Gas Utility Franchise and shall be used as payment for all City permits, inspection, and other fees associated with the Company's use of streets, avenues, alleys, and public places in Marshalltown, Iowa.
2. Moneys in the account in excess of the amount necessary for the purpose specified in Item 1 above will be expended for the following:
 - a. A minimum of 12% of the fees will be used for property tax relief.
 - b. The funds in excess of the amount allocated for property tax relief will be used for any of the following purposes as determined annually by the City Council as part of the budget process.
 - i. Nine percent (9%) for the repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, buildings, and facilities.
 - ii. Nine percent (9%) for Public Safety, including the equipping of fire, police, emergency services, sanitation, street and civil defense departments.
 - iii. Seventy percent (70%) for the construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes.

At the June 12th meeting the council did not pass resolutions to put the measure on the general election ballot therefore we are proceeding with the option to pass the 3 readings of the ordinance/amendment and implement the fee without sending it to voters unless an intervening petition is received for a special election. The petition must be filed with the City Clerk prior to the 3rd reading of the ordinances on July 10, 2023. The petition would pause the collection of a franchise fee until after the Special Election (and if votes indicate approval).

These ordinances would be in effect from and after final passage and approval, written acceptance by the Utility Companies, and publication as required by law. The Utility Companies would begin collecting the franchise fee no sooner than the desired date from the City and upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board. Utility companies have estimated a 2-3 month period needed to implement.

CITY COUNCIL

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



MINUTES PROVIDING FOR PUBLIC
HEARING AND FIRST
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A FRANCHISE FEE
FOR THE ELECTRIC FRANCHISE

422742-53

Marshalltown, Iowa

June 12, 2023

The Council of the City of Marshalltown, Iowa, met on June 12, 2023, at 5:30 p.m., at the Council Chambers of City Hall, in the City for the purpose of conducting a public hearing on the establishment of a franchise fee for the City's Electric Utility Franchise. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: Hoop, Isom, Kell, Ladehoff, *Schneider, Thompson, *Walker (*via Go-To-Meeting)

Absent: _____.

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on establishment of an Electric Utility Franchise Fee had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written 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.)

Public comments: Mark Eaton, 1007 S 10th Ave, commented on increased borrowing over the years for projects he doesn't feel are needed, recommended putting everything towards roads. Also speak to Unity Point about buying another ambulance to help with fire department calls for service. Noted there are 3 council seats up for election. Kathy Steinberg, 309 Summit St, feels we need to preserve affordable housing, handing out tax abatements has deprived the city of better streets and infrastructure and you have homeowners making improvements that do not receive any abatement and have increased taxes. Lyle Hineman, 2804 Arnold Dr, advised the council can make cuts to avoid the franchise fees. Jim Palmer, 3111 S 8th St, advised the city needs to be run like a business not put on the tax payers, stop giving money to non-profits and be fiscally responsible. Linda Clark, 306 S 2nd Ave, advised the council needs to be responsible for this and not give money away. Jim Shaw, 522 N 2nd St, acknowledge how bad the streets are but is against an increase for the tax payer.

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed at 6:54 pm.

City Clerk Alicia Hunter introduced an ordinance entitled "Ordinance No.15065. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14807 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for an Electric Utility Franchise."

It was moved by Council Member Schneider and seconded by Council Member Isom that the aforementioned ordinance had been given its first consideration and that it be adopted.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: Isom, Kell, Ladehoff, Schneider, Walker

Nays: Hoop, Thompson.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its initial passage.

.....

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor



Attest:

Alicia Hunter
City Clerk

ORDINANCE 15065

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING PROVISIONS OF ORDINANCE 14807 AND THE TABLE OF SPECIAL ORDINANCES, TABLE I: FRANCHISES, WITH INTERSTATE POWER & LIGHT COMPANY FOR A ELECTRIC UTILITY FRANCHISE

WHEREAS, the City Council of Marshalltown, Iowa adopted Ordinance 14807 establishing a franchise agreement with Interstate Power & Light Company for 15065 Utility Franchise on April 9, 2007; and

WHEREAS, the City Council of Marshalltown, Iowa finds it in the City's best interest to amend the Electric Utility Franchise from 0% to 5% for the uses outlined in the adopted Revenue Purpose Statement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. PURPOSE. The City Council has determined that it is appropriate now to amend a provision of the MARSHALLTOWN Electric franchise, Ordinance 14807, relating to franchise fees. The franchisee, Interstate Power and Light Company, has indicated its consent to the change in the ordinance as set forth herein. It is the intent of the City Council that all provisions set forth in the MARSHALLTOWN Electric franchise, Ordinance 14807, shall remain in full force and effect except as modified specifically herein relating to franchise fees.

Section 2. REPEAL AND MODIFICATION. Sections 7, 8, 9, 10, 11, 12, and 13 of the MARSHALLTOWN natural Electric franchise, Ordinance 14807, is repealed and the following adopted in lieu thereof:

Section 7. There is hereby imposed a franchise fee of five percent (5%) upon the gross revenue generated from sales of natural Electric by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 3. CONFLICT AND REPEAL. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 5. PUBLIC HEARING. The public hearing required on this ordinance shall be held in the Council Chambers of City Hall, 24 N. Center Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 12th day of June 2023 and the City Clerk was directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times Republican, a newspaper in Marshalltown, Marshall County, Iowa, not less than 4 days nor more than 20 days prior to the date of public hearing fixed herein.

Section 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage and approval, written acceptance by the Company, and publication as required by law. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

Passed this _____ day of July 2023, and signed this _____ day of July 2023.

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 _____, 2023, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the _____ day of _____, 20____.

Alicia Hunter, City Clerk

MINUTES PROVIDING FOR SECOND
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A FRANCHISE FEE
FOR THE ELECTRIC FRANCHISE

(Second Consideration)

424513-8

Marshalltown, Iowa

June 26, 2023

The City Council of Marshalltown, Iowa, met on June 26, 2023 at 5:30 p.m., at the City Council Chambers, in the City.

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

Present: _____

Absent: _____.

The Council Member announced that, on June 12, 2023, the City Council had given its initial consideration and had adopted an ordinance entitled "Ordinance No. 15065. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14807 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for an Electric Utility Franchise."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR FINAL
CONSIDERATION AND ADOPTION OF
AN ORDINANCE ESTABLISHING A
FRANCHISE FEE FOR THE ELECTRIC
FRANCHISE

(Final Consideration and Adoption)

424513-8

Marshalltown, Iowa

July 10, 2023

The City Council of the City of Marshalltown, Iowa, met on July 10, 2023, at 5:30 p.m., at the City Council Chambers, in the City.

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

Present: _____

Absent: _____.

The City Clerk announced that on June 12, 2023 and on June 26, 2023, the City Council had given its initial and second consideration and had adopted an ordinance entitled "Ordinance No. 15065. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14807 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for an Electric Utility Franchise."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and has been adopted.

•••

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY SS
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled “Ordinance No.15065. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14807 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for an Electric Utility Franchise.”

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that I caused to be published “Ordinance No.15065. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Provisions of Ordinance 14807 and the Table of Special Ordinances, Table I: Franchises, with Interstate Power & Light Company for an Electric Utility Franchise,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach hereto publisher’s affidavit of publication with copy of ordinance as published.)

June 8, 2023

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, IA

Re: Electric Franchise Fee
Interstate Power & Light Company
Our File No. 424513-8

Dear Alicia:

The attached proceedings cover public hearing and the adoption of the ordinance establishing the Electric Utility Franchise Fee. We have prepared these proceedings with the assumption that the City Council will give three considerations to the ordinance.

Once the ordinance has been finally adopted, it must be published. Please print extra copies of the ordinance for publishing. Please fill out the attached certificate with respect to publishing.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

John P. Danos

Attachments

cc: Heather Thomas
Bob Fagen

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Bob Fagen, Interim City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor & City Council
FROM: Bob Fagen, Interim City Administrator
DATE: June 23, 2023
RE: Franchise Fee

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Plan and Fund Improvements to the City's Infrastructure and buildings.

Recommendation: Council adopts the ordinance/amendments to implement Franchise Fee.

Budget Impact: Publication/proceeding expenses, in addition to the possibility of a petition filed that would call this to a vote at a Special Election. A Special Election is estimated to cost \$15,000 - \$20,000.

Description/Background: City Council discussed at the November 28, 2022 city council meeting the proposal for a use of a Franchise Fee for the City of Marshalltown. A task force of Council Members Isom, Schneider, and Walker in addition to Mayor Greer developed a proposal. The proposal was to hold a special election for proposed uses to go towards Streets, Operations, and Safety (SOS). Ultimately, the Secretary of State, through the Marshall County Auditor's Office, determined the city could not call a special election on a franchise fee, as a special election could only be held through a petition. Per legal counsel, the City Council can only call the measure to a general election or they can adopt the ordinances without an election, which may result in the public petitioning for a special election.

The measure proposed is a five percent (5%) electric and gas franchise fee in Marshalltown, Iowa. The franchise fee will be subject to the terms of the current agreement with Interstate Power and Light Company and a proposed agreement with Consumers Energy.

Interstate Power and Light Company

- The City of Marshalltown currently has Franchise Agreements on Electric and Gas.
- The proposed ordinance amendment would be to increase from a 0% Franchise Fee to a 5% Franchise Fee

Consumers Energy

- The City of Marshalltown currently does not have a Franchise Agreement for Electric.
- The proposed ordinance would establish a Franchise Agreement with a 5% Franchise Fee on Electric.

CITY COUNCIL

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



The revenue purpose statement adopted by resolution at the May 22, 2023 meeting is as follows:

***Revenue Purpose Statement for Use or Expenditures of Electric & Gas Utility Franchise Fee Revenues
for the City of Marshalltown, Iowa***

Pursuant to the provisions of Section 364.2(4)(f) of the Code of Iowa, the City of Marshalltown, Iowa hereby establishes the following purposes for which franchise fee revenues from its Electric and Gas Utility Franchise with Interstate Power and Light Company and its Electric Utility Franchise with Consumers Energy to be deposited into a franchise fee account within the City's General Fund as required by Section 384.3A of the Iowa Code may be used or expended:

1. Moneys in the account shall be used for the purposes of inspecting, supervising, and otherwise regulating the Electric and Gas Utility Franchise and shall be used as payment for all City permits, inspection, and other fees associated with the Company's use of streets, avenues, alleys, and public places in Marshalltown, Iowa.
2. Moneys in the account in excess of the amount necessary for the purpose specified in Item 1 above will be expended for the following:
 - a. A minimum of 12% of the fees will be used for property tax relief.
 - b. The funds in excess of the amount allocated for property tax relief will be used for any of the following purposes as determined annually by the City Council as part of the budget process.
 - i. Nine percent (9%) for the repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, buildings, and facilities.
 - ii. Nine percent (9%) for Public Safety, including the equipping of fire, police, emergency services, sanitation, street and civil defense departments.
 - iii. Seventy percent (70%) for the construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes.

At the June 12th meeting the council did not pass resolutions to put the measure on the general election ballot therefore we are proceeding with the option to pass the 3 readings of the ordinance/amendment and implement the fee without sending it to voters unless an intervening petition is received for a special election. The petition must be filed with the City Clerk prior to the 3rd reading of the ordinances on July 10, 2023. The petition would pause the collection of a franchise fee until after the Special Election (and if votes indicate approval).

These ordinances would be in effect from and after final passage and approval, written acceptance by the Utility Companies, and publication as required by law. The Utility Companies would begin collecting the franchise fee no sooner than the desired date from the City and upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board. Utility companies have estimated a 2-3 month period needed to implement.

CITY COUNCIL

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



MINUTES PROVIDING FOR PUBLIC
HEARING AND FIRST
CONSIDERATION OF AN ORDINANCE
GRANTING FRANCHISE AND
ESTABLISHING A FRANCHISE FEE
FOR THE ELECTRIC FRANCHISE

422742-53

Consumers Energy Cooperative

Marshalltown, Iowa

June 12, 2023

The Council of the City of Marshalltown, Iowa, met on June 12, 2023, at 5:30 p.m., at the City Council Chambers, in the City for the purpose of conducting a public hearing on the granting of an electric utility franchise to Consumers Energy Cooperative and the establishment of a franchise fee. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: Hoop, Isom, Kell, Ladehoff, *Schneider, Thompson, *Walker (*via Go-To-Meeting)

Absent: _____.

The City Council investigated and found that notice of the intention of the City Council to conduct a public hearing on the granting of a franchise to Consumers Energy Cooperative and the establishment of an Electric Utility Franchise Fee in connection therewith had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written 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.)

No written or oral comments were received.

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed 6:56 pm

City Clerk, Alicia Hunter introduced an ordinance entitled "Ordinance No.15066. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending the Table of Special Ordinances, Table I: Franchises by Establishing a Franchise Agreement with Consumers Energy Cooperative for an Electric Utility Franchise."

It was moved by Council Member Ladehoff and seconded by Council Member Isom that the aforementioned ordinance had been given its first consideration and that it be adopted.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: Isom, Kell, Ladehoff, Schneider, Walker

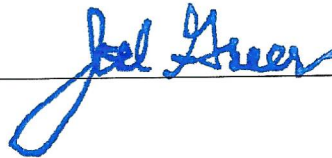
Nays: Hoop, Thompson.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its initial passage.

.....

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor



Attest:



City Clerk

ORDINANCE 15066

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING THE TABLE OF SPECIAL ORDINANCES, TABLE I: FRANCHISES BY ESTABLISHING A FRANCHISE AGREEMENT WITH CONSUMERS ENERGY COOPERATIVE FOR AN ELECTRIC UTILITY FRANCHISE

WHEREAS, an ordinance granting to CONSUMERS ENERGY, hereinafter referred to as the "Company," its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues, alleys and public places in the said City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the said City, to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa; and

WHEREAS, the City Council of Marshalltown, Iowa finds it in the City's best interest to enact an Electric Utility Franchise of 5% for the uses outlined in the adopted Revenue Purpose Statement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. There is hereby granted to CONSUMERS ENERGY, hereinafter referred to as the "Company," its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues, alleys and public places in the said City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the said City, to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The said Company, its successors and assigns shall hold the City free and harmless from all damages arising from acts or omissions of the Company that are defined as fault by Section 668.1 of the Code of Iowa, in the erection or maintenance of said system.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and if defects are caused shall repair the same.

Section 4. The Company shall, at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its existing facilities or equipment for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are paid to the Company.

Section 5. During the term of this franchise, the Company, its successors and assigns, shall furnish and install all meters at its own expense, shall provide the service wire to buildings, and shall furnish electric energy in accordance with the application regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Board regulatory standards for reliability.

Section 6. The system authorized by this Ordinance shall be modern and up-to-date and shall be of sufficient capacity to supply all reasonable demands of said City and its inhabitants thereof and shall be kept in a modern and up-to-date condition.

Section 7. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with the Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Board, as well as all applicable codes and standards referenced therein.

Section 8. The franchise granted by this Ordinance shall not be exclusive.

Section 9. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or

reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 10. Franchise fee. There is hereby imposed a franchise fee of five percent (5%) upon the gross revenue generated from sales of electric by the Company within the corporate limits of the City. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board. Grantor shall be solely responsible for the proper use of any amounts collected as franchise fees, and shall only use such fees as collected for a purpose as allowed by applicable law. Collection of the franchise fee shall cease at the earlier of the City's repeal of the franchise fee or the end of the Ordinance term.

Section 11. The City further agrees to bear all costs (including attorney fees), and to defend, indemnify and hold Company harmless from any and all liability, claims or causes of action associated with disputes related to the billing and/or collection of the franchise fee, provided that the City shall not be obligated to bear such costs or to defend, indemnify and hold Company harmless if such disputes arise from claims of inaccurate billing by the Company.

Section 12. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company. Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the limits of said City, the City Clerk shall provide written notification to an officer of Company of such annexation or change in the limits of said City, and the Company shall apply the franchise fee to its customers who are affected by the annexation or change in the limits of the City, commencing six (6) months from receipt of the written notice.

Section 13. The amount of the franchise fee shall be shown separately on the utility bill to each customer.

Section 14. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

Section 15. That said franchise fee shall be in lieu of any other payments to the City for the Company's use of streets, avenues, alleys and public places in the said City and other administrative or regulatory costs with regard to said franchise; and said poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power shall be exempt from any special tax, assessment, license or rental charge during the entire term of this Ordinance.

Section 16. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided.

Section 17. The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk from passage of this Ordinance.

Section 18. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 19. This Ordinance sets forth and constitutes the entire agreement between the Company and the City of Marshalltown with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City of Marshalltown enact any ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

Section 20. Any previous amendments thereto, which are inconsistent with this attachment are hereby specifically repealed and the attachment is enacted as a substitute therefore.

Section 21. The public hearing required on this ordinance shall be held in the Council Chambers of City Hall, 24 N. Center Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 12th day of June 2023 and the City Clerk was directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times Republican, a newspaper in Marshalltown, Marshall County, Iowa, not less than 4 days nor more than 20 days prior to the date of public hearing fixed herein.

Section 22. This ordinance shall be in effect from and after its final passage and approval, written acceptance by the Company, and publication as required by law. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

Passed this _____ day of July 2023, and signed this _____ day of July 2023.

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 _____, 2023, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the _____ day of _____, 20____.

Alicia Hunter, City Clerk

MINUTES PROVIDING FOR SECOND
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A FRANCHISE FEE
FOR THE ELECTRIC FRANCHISE

(Second Consideration)

424513-8

Marshalltown, Iowa

June 26, 2023

The City Council of Marshalltown, Iowa, met on June 26, 2023 at 5:30 p.m., at the City Council Chambers, in the City.

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

Present: _____

Absent: _____.

The Council Member announced that, on June 12, 2023, the City Council had given its initial consideration and had adopted an ordinance entitled "Ordinance No.15066. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending the Table of Special Ordinances, Table I: Franchises by Establishing a Franchise Agreement with Consumers Energy Cooperative for an Electric Utility Franchise."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR FINAL
CONSIDERATION AND ADOPTION OF
AN ORDINANCE ESTABLISHING A
FRANCHISE FEE FOR THE ELECTRIC
FRANCHISE

(Final Consideration and Adoption)

422742-53

Marshalltown, Iowa

July 10, 2023

The City Council of the City of Marshalltown, Iowa, met on July 10, 2023, at 5:30 p.m., at the City Council Chambers, in the City.

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

Present: _____

Absent: _____.

The City Clerk announced that on June 12, 2023 and on June 26, 2023, the City Council had given its initial and second consideration and had adopted an ordinance entitled "Ordinance No.15066. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending the Table of Special Ordinances, Table I: Franchises by Establishing a Franchise Agreement with Consumers Energy Cooperative for an Electric Utility Franchise."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and has been adopted.

•••

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALLTOWN COUNTY SS
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the City Council of the City relating to the adoption of an ordinance entitled "Ordinance No.15066. An Ordinance Amending Table I: Franchises, of the Code of Ordinances of the City of Marshalltown, Iowa."

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk

STATE OF IOWA
CLINTON COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, do hereby certify that I caused to be published “Ordinance No.15066. An Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending the Table of Special Ordinances, Table I: Franchises by Establishing a Franchise Agreement with Consumers Energy Cooperative for an Electric Utility Franchise,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2023.

City Clerk

(Attach hereto publisher’s affidavit of publication with copy of ordinance as published.)

June 8, 2023

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, IA

Re: Electric Franchise Fee – Consumers Energy Cooperative
Our File No. 422742-53

Dear Alicia:

The attached proceedings cover public hearing and the adoption of the ordinance granting an Electric Utility Franchise to Consumers Energy Cooperative and establishing the Electric Utility Franchise Fee. We have prepared these proceedings with the assumption that the City Council will give three considerations to the ordinance.

Once the ordinance has been finally adopted, it must be published. Please print extra copies of the ordinance for publishing. Please fill out the attached certificate with respect to publishing.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

John P. Danos

cc: Heather Thomas
Bob Fagen

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Bob Fagen, Interim City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor & City Council
FROM: Bob Fagen, Interim City Administrator
DATE: June 23, 2023
RE: Franchise Fee

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Plan and Fund Improvements to the City's Infrastructure and buildings.

Recommendation: Council adopts the ordinance/amendments to implement Franchise Fee.

Budget Impact: Publication/proceeding expenses, in addition to the possibility of a petition filed that would call this to a vote at a Special Election. A Special Election is estimated to cost \$15,000 - \$20,000.

Description/Background: City Council discussed at the November 28, 2022 city council meeting the proposal for a use of a Franchise Fee for the City of Marshalltown. A task force of Council Members Isom, Schneider, and Walker in addition to Mayor Greer developed a proposal. The proposal was to hold a special election for proposed uses to go towards Streets, Operations, and Safety (SOS). Ultimately, the Secretary of State, through the Marshall County Auditor's Office, determined the city could not call a special election on a franchise fee, as a special election could only be held through a petition. Per legal counsel, the City Council can only call the measure to a general election or they can adopt the ordinances without an election, which may result in the public petitioning for a special election.

The measure proposed is a five percent (5%) electric and gas franchise fee in Marshalltown, Iowa. The franchise fee will be subject to the terms of the current agreement with Interstate Power and Light Company and a proposed agreement with Consumers Energy.

Interstate Power and Light Company

- The City of Marshalltown currently has Franchise Agreements on Electric and Gas.
- The proposed ordinance amendment would be to increase from a 0% Franchise Fee to a 5% Franchise Fee

Consumers Energy

- The City of Marshalltown currently does not have a Franchise Agreement for Electric.
- The proposed ordinance would establish a Franchise Agreement with a 5% Franchise Fee on Electric.

CITY COUNCIL

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



The revenue purpose statement adopted by resolution at the May 22, 2023 meeting is as follows:

Revenue Purpose Statement for Use or Expenditures of Electric & Gas Utility Franchise Fee Revenues for the City of Marshalltown, Iowa

Pursuant to the provisions of Section 364.2(4)(f) of the Code of Iowa, the City of Marshalltown, Iowa hereby establishes the following purposes for which franchise fee revenues from its Electric and Gas Utility Franchise with Interstate Power and Light Company and its Electric Utility Franchise with Consumers Energy to be deposited into a franchise fee account within the City's General Fund as required by Section 384.3A of the Iowa Code may be used or expended:

1. Moneys in the account shall be used for the purposes of inspecting, supervising, and otherwise regulating the Electric and Gas Utility Franchise and shall be used as payment for all City permits, inspection, and other fees associated with the Company's use of streets, avenues, alleys, and public places in Marshalltown, Iowa.
2. Moneys in the account in excess of the amount necessary for the purpose specified in Item 1 above will be expended for the following:
 - a. A minimum of 12% of the fees will be used for property tax relief.
 - b. The funds in excess of the amount allocated for property tax relief will be used for any of the following purposes as determined annually by the City Council as part of the budget process.
 - i. Nine percent (9%) for the repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, buildings, and facilities.
 - ii. Nine percent (9%) for Public Safety, including the equipping of fire, police, emergency services, sanitation, street and civil defense departments.
 - iii. Seventy percent (70%) for the construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and the acquisition of real estate needed for such purposes.

At the June 12th meeting the council did not pass resolutions to put the measure on the general election ballot therefore we are proceeding with the option to pass the 3 readings of the ordinance/amendment and implement the fee without sending it to voters unless an intervening petition is received for a special election. The petition must be filed with the City Clerk prior to the 3rd reading of the ordinances on July 10, 2023. The petition would pause the collection of a franchise fee until after the Special Election (and if votes indicate approval).

These ordinances would be in effect from and after final passage and approval, written acceptance by the Utility Companies, and publication as required by law. The Utility Companies would begin collecting the franchise fee no sooner than the desired date from the City and upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board. Utility companies have estimated a 2-3 month period needed to implement.

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